

FINAL
CITY COUNCIL
CITY OF WICHITA
KANSAS

City Council Meeting
09:00 a.m. August 11, 2009

City Council Chambers
455 North Main

OPENING OF REGULAR MEETING

- Call to Order
- Invocation
- Pledge of Allegiance
- Approve the minutes of the regular meeting on August 4, 2009

AWARDS AND PROCLAMATIONS

- Awards:
 - Playful City USA Designation
 - Certificate presentation for graduates of the Wichita Fire Department Citizens Academy
 - Statement of Support for the Guard and Reserves

I. PUBLIC AGENDA

NOTICE: No action will be taken relative to items on this agenda other than referral for information. Requests to appear will be placed on a "first-come, first-served" basis. This portion of the meeting is limited to thirty minutes and shall be subject to a limitation of five minutes for each presentation with no extension of time permitted. No speaker shall be allowed to appear more frequently than once every fourth meeting. Members of the public desiring to present matters to the Council on the public agenda must submit a request in writing to the office of the city manager prior to twelve noon on the Tuesday preceding the council meeting. Matter pertaining to personnel, litigation and violations of laws and ordinances are excluded from the agenda. Rules of decorum as provided in this code will be observed.

None

COUNCIL BUSINESS

II. UNFINISHED COUNCIL BUSINESS

None

III. NEW COUNCIL BUSINESS

1. Approval of Economic Development Incentives Agreement, Premier Processing, Inc. (District IV)

RECOMMENDED ACTION: Approve the forgivable loan agreement for Premier Processing, LLC; place the home rule ordinance on first reading; and authorize the necessary signatures.

2. Approval of Sublease, Pawnee Industrial, LLC. (District IV)

RECOMMENDED ACTION: Approve the sublease between Pawnee Industrial, LLC and Premier Processing, LLC.

3. Quarterly Financial Report for quarter ending June 30, 2009.

RECOMMENDED ACTION: Receive and file the Quarterly Financial Report for the quarter ended June 30, 2009.

4. 2010 Annual Operating Budget and Revisions to the 2009 Budget

RECOMMENDED ACTION: Close the public hearing and: 1) Approve the 2010 budgets and the second reading of the necessary budget ordinances, including those for the tax increment financing (TIF) districts and the self-supported municipal improvement district (SSMID); 2) Approve amending the 2009 budget for the Debt Service Fund, State Office Building Fund, the IT/IS Fund, the Old Town Cinema TIF Fund, the Northeast Redevelopment TIF Fund, and the Homelessness Assistance Fund; 3) Approve the joint agreements with Sedgwick County; 4) Approve the proposed new schedule of rates and charges effective January 1, 2010 for Water Service and place the ordinance on first reading; 5) Approve the proposed new schedule of rates and charges effective January 1, 2010 for users of the Sanitary Sewer system and place the ordinance on first reading; 6) Approve the use of local funds derived from property within the corporate limits for the Wichita State University Board of Trustees (Interlocal Agreement between the City and County); 7) Approve necessary budget adjustments, expenditure control levels, and budget administration procedures; and 8) Adopt the resolution declaring a financial emergency.

5. Four Mile Creek Water Quality Reclamation Facility Solids Handling Design-Build. (District II)

RECOMMENDED ACTION: 1) Approve the solids handling process as a design-build with the proposed selection criteria; 2) Approve the expenditures; and 3) Authorize the necessary signatures.

6. Sedgwick County Hazard Mitigation Plan.

RECOMMENDED ACTION: Approve the Hazard Mitigation Plan; adopt the Resolution; and authorize the necessary signatures.

COUNCIL BUSINESS SUBMITTED BY CITY AUTHORITIES

PLANNING AGENDA

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

IV. NON-CONSENT PLANNING AGENDA

1. DR2008-06 - South Central Neighborhood-Wide Residential Rezoning Proposal. (Districts I and III)

RECOMMENDED ACTION: 1) Adopt the findings of the MAPC, approve the zone change as recommended by the MAPC, and place the ordinance for Alternative #1 on first reading; 2) Adopt the findings of the MAPC, approve the zone change as recommended by the MAPC but also excluding the property at 1838 S. Mosley, and place the ordinance for Alternative #2 on first reading; OR 3) Return the application to the MAPC for reconsideration.
(Alternative #2 requires a two-thirds majority vote of the City Council on the first hearing.)

V. CONSENT PLANNING AGENDA (ITEMS 1 THROUGH 4)

1. *CUP2005-00063 (DP-291) and ZON2005-00049 – Extension of time to complete the platting requirement for the Cedar Creek Marketplace Community Unit Plan and a zone change from SF-5 Single-family Residential (“SF-5”) to LC Limited Commercial (“LC”); generally located east of Greenwich Road and south of K-96. (District II)

RECOMMENDED ACTION: Approve an extension of the platting deadline to August 7, 2010.

2. *CUP2008-00015 AND ZON2008-00021 – Extension of time to complete the platting requirement for the Parker Addition Community Unit Plan and a zone change from SF-5 Single-family Residential (“SF-5”) to LC Limited Commercial (“LC”); generally located on the northwest and southeast corners of Central Avenue and 127th Street East. (District II)

RECOMMENDED ACTION: Approve an extension of the platting deadline to July 22, 2010.

3. *SUB 2008-99 -- Plat of Bulloch Addition located on the north side of Harry, west of Greenwich Road. (District II)

RECOMMENDED ACTION: Approve the document and plat, authorize the necessary signatures and approve first reading of the Ordinance.

4. *SUB 2009-23 -- Plat of Simmons 2nd Addition located north of Central, west of Meridian. (District VI)

RECOMMENDED ACTION: Approve the document and plat, authorize the necessary signatures, adopt the resolution and approve first reading of the Ordinance.

HOUSING AGENDA

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

VI. NON-CONSENT HOUSING AGENDA

None

VII. CONSENT HOUSING AGENDA

None

AIRPORT AGENDA

NOTICE: The City Council is meeting as the governing body of the Airport Authority for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

VIII. NON-CONSENT AIRPORT AGENDA

None

IX. CONSENT AIRPORT AGENDA

None

COUNCIL AGENDA

X. COUNCIL MEMBER AGENDA

1. Approval of travel expenses for Mayor to attend League of Municipalities Policy Committee Meeting in Topeka, Kansas, August 27, 2009.

RECOMMENDED ACTION: Approve the expenditures.

XI. COUNCIL MEMBER APPOINTMENTS

1. Board Appointments.

RECOMMENDED ACTION: Approve the Appointments.

XII. CONSENT AGENDA (ITEMS 1 THROUGH 15A)

1. Report of Board of Bids and Contracts dated August 10, 2 009.

RECOMMENDED ACTION: Receive and file report; approve Contracts;
authorize necessary signatures.

2. Applications for Licenses:

<u>2009</u>	<u>Renewal</u>	
David A Cherry	Kansas Video Corp dba Video Adventures	2726 North Amidon

RECOMMENDED ACTION: Approve the licenses.

3. Applications for Licenses to Retail Cereal Malt Beverages:

<u>Renewal</u>	<u>2009</u>	<u>(Consumption off Premises)</u>
James Smith	Farmers Market, Inc.	2901 North Broadway
Patricia A. Johnson	Target Corporation dba Target Store T-1944	10800 East 21stNorth
Patricia A. Johnson	Target Corporation dba Target Store T-1945	2727 Maize Road

* General/Restaurant 50% or more gross revenue from sale of food.

RECOMMENDED ACTION: Approve licenses subject to Staff review and approval.

4. Preliminary Estimates:

- a. Preliminary Estimates (See Attached)

RECOMMENDED ACTION: Receive and file.

5. Petitions for Public Improvements:

- a. Water Distribution System to serve an area north of the I-235 Freeway, west of Broadway. (District VI)

RECOMMENDED ACTION: Approve Petitions; adopt resolutions; and authorize the necessary signatures.

6. Agreements/Contracts:

- a. United States Geological Survey (USGS) Surface Water Agreement October 1, 2009 through September 30, 2010.

RECOMMENDED ACTION: Approve Agreements/Contracts; authorize the necessary signatures.

7. Change Order:

- a. Water Treatment Plant Residuals Project, Pipeline A.

RECOMMENDED ACTION: Approve the Change Orders and authorize the necessary signatures.

8. Property Acquisition:

- a. Partial Acquisition of Agricultural Land near 117th Street North and 119th Street West for the Integrated Local Water Supply Plan. (County)

RECOMMENDED ACTION: Approve budgets and Contracts; authorize necessary signatures.

9. Minutes of Advisory Boards/Commissions

Wichita Board of Appeals of Refrigeration, Air-Conditioning, Warm Air Heating and Boiler, June 11, 2009
Wichita Board of Appeals of Refrigeration, Air-Conditioning, Warm Air Heating and Boiler, June 25, 2009
Police & Fire Retirement System, June 24, 2009
Design Council, July 15, 2009

RECOMMENDED ACTION: Receive and file.

10. July 2009 Monthly Report to City Council.

RECOMMENDED ACTION: Receive and File.

11. Surplus of Remnant Property at approximately 457 North McLean. (District IV)

RECOMMENDED ACTION: Declare the property surplus and approve the marketing strategy described.

12. Surplus of 1024 North Minnesota. (District I)

RECOMMENDED ACTION: Declare the property surplus and approve the marketing strategy described.

13. Surplus of Property located north of 117th Street North between 183rd and 199th Streets West.

RECOMMENDED ACTION: Declare the property surplus and approve the marketing strategy described.

14. Notice of Intent to Use Debt Financing Tenant Facility Improvements – Mid-Continent Airport.

RECOMMENDED ACTION: Adopt the Resolution and authorize the necessary signatures.

15. Second Reading Ordinances: (First Read August 4, 2009)

- a. List of Second Reading Ordinances (See Attached)

RECOMMENDED ACTION: Adopt the Ordinances.

Adjournment

Workshop to follow

**City of Wichita
City Council Meeting
August 11, 2009**

TO: Mayor and City Council

SUBJECT: Approval of Economic Development Incentives Agreement (Premier Processing, Inc.) (District IV)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendations: Approve the forgivable loan agreement and place the ordinance on first reading.

Background: Premier Processing, LLC (“Premier Processing”), a subsidiary of Roberts Tool, a California machining company, has recently announced a commitment to place a metal processing facility in Wichita. Premier Processing will be a processing house for machined parts, primarily in the aerospace sector. Services include chemical processing, seals, non-destructive testing, abrasive cleaning, priming and painting. Premier Processing worked with the Greater Wichita Economic Development Coalition (“GWEDC”) to assist in plans to locate an operation in Wichita. Premier Processing plans to add 100 jobs over the next five years. The GWEDC coordinated the development of an incentive package with City, County and State officials, which is presented herewith for approval of the City’s portion.

Analysis: Premier Processing has negotiated a sublease with Pawnee Industrial, LLC. They will be locating in approximately 35,000 square feet of manufacturing space at 3002 West Pawnee in southwest Wichita. The City of Wichita and Sedgwick County have partnered to offer economic development assistance to the company. The City and Sedgwick County will provide \$25,000 each in forgivable loan funds to offset leasehold improvements to the building, subject to governing body approval. Premier Processing has agreed to create 100 new positions with an average salary of \$33,530 per year over five years as a condition for forgiveness of the loan. The State of Kansas has offered Premier Processing a commitment of Kansas Economic Opportunity Initiative Fund (KEOIF) dollars as well as training assistance and Enterprise Zone tax credits.

As part of GWEDC’s analysis of this project, the return-on-investment was calculated for the proposed incentive package:

City of Wichita	5.65 to one
City of Wichita – General Fund	2.90 to one
City of Wichita – Debt Service	N/A (no abatement, only cash incentive)
Sedgwick County	3.18 to one
USD 259	N/A (no cost, only benefits)
State of Kansas	N/A (no cost, only benefits)

Financial Considerations: The forgivable loan proceeds in the amount of \$25,000 will be provided to Premier Processing from funds budgeted in the Economic Development Fund for economic development incentives in 2009.

Goal Impact: Economic Vitality and Affordable Living. Providing economic development incentives to Premier Processing creates new manufacturing jobs and encourages future growth of the company.

Legal Considerations: The City Attorney's Office has approved the documents as to form. The City's exercise of home rule authority is necessary to provide the cash incentive; this requires the adoption of an ordinance for approval.

Recommendation/Actions: It is recommended that the City Council approve the forgivable loan agreement for Premier Processing, LLC, place the home rule ordinance on first reading and authorize the necessary signatures.

Attachment(s): Forgivable Loan Agreement and Promissory Note, Ordinance

(PUBLISHED IN THE WICHITA EAGLE ON AUGUST 21, 2009)

ORDINANCE NO. 48-405

AN ORDINANCE OF THE CITY OF WICHITA, KANSAS, PRESCRIBING THE FORM AND AUTHORIZING THE EXECUTION OF A FORGIVABLE LOAN AGREEMENT AND PROMISSORY NOTE BY AND BETWEEN PREMIER PROCESSING, LLC AND THE CITY OF WICHITA, KANSAS.

WHEREAS, the City of Wichita, Kansas (the “City”) is authorized by Article 12, Section 5, of the Kansas Constitution to determine, by ordinance, its local affairs and government; and,

WHEREAS, the Governing Body of the City finds and determines that it is desirable to act in cooperation with Sedgwick County and the State of Kansas in order to promote, stimulate and develop the general economic welfare and prosperity of the City and the State of Kansas, by taking action to approve a forgivable loan, conditioned on local job creation and capital investment, to assist Premier Processing, LLC, in locating its metal finishing facility located in Wichita, Kansas,

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS AS FOLLOWS:

Section 1. Findings and Approval of Forgivable Loan. The City’s Governing Body hereby finds that providing a forgivable loan in the amount of \$25,000, to Premier Processing, LLC, will advance economic development in Wichita, Kansas and will serve a public purpose.

Section 2. Authorization of the Forgivable Loan Agreement and Promissory Note. The Mayor of the City of Wichita, Kansas is hereby authorized and directed to execute and deliver the Forgivable Loan Agreement and Promissory Note presented herewith, by and between Premier Processing, LLC, as Borrower and the City of Wichita as Lender for and on behalf of and as the act and deed of the City with such minor corrections or amendments thereto as the Mayor shall approve (which approval shall be evidenced by his execution thereof) and any such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the purposes and intent of this Ordinance. The City Clerk and any Deputy City Clerk of the City are hereby authorized and directed to attest the execution of the Forgivable Loan Agreement and Promissory Note, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 3. Further Authority. The City shall, and the officers, agents and employees of the City are hereby authorized and directed to, take such action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the provisions of this Ordinance.

[Type text]

Section 4. Effective Date. This Ordinance shall take effect and be in full force from and after its adoption by the Governing Body of the City of Wichita, Kansas and publication once in the official newspaper of the City.

PASSED by the Governing Body of the City of Wichita, Kansas this 21 day of August, 2009.

CITY OF WICHITA, KANSAS

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

[Seal]

APPROVED AS TO FORM:

Gary E. Rebenstorf, City Attorney

FORGIVABLE LOAN AGREEMENT and PROMISSORY NOTE

This Loan Agreement and Promissory Note (the “Agreement”), effective this 11th day of August 2009, is entered into between the following parties:

Lender: City of Wichita, Kansas (“Lender”)
455 N. Main
Wichita, Kansas 67202
Contact Person/Title: Allen Bell, Urban Development Director
Phone: 316-268-4524 FAX: 316-858-7890

Borrower: Premier Processing, LLC (“Borrower”)
3002 West Pawnee
Wichita, Kansas 67217
Contact Person/Title: Brad Hart, Member
Phone: (818) 212-9317 FAX: (818) 407-0307
FEIN: 26-3127026

WHEREAS, it has been determined by the Lender that an economic emergency or unique opportunity exists which warrants funding to secure economic benefits or avoid or remedy economic losses; and

WHEREAS, the Borrower has specified that this funding will be used to finance leasehold improvements for the facility located at 3002 West Pawnee in Wichita, Kansas; and

WHEREAS, the Lender has authorized an expenditure of up to \$25,000 for the purpose of making a loan to the Borrower under such terms and conditions as may be prescribed by the Lender.

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements, the parties agree as follows:

1) **Loan Amount and Terms:** Subject to the terms and conditions of the Agreement, the Lender hereby agrees to provide the Borrower with the principal sum of up to \$25,000 for a sixty (60) month period. Interest will accrue from the date of disbursement at the rate of zero percent (0.0%) per annum on the unpaid balance. Should a default occur, repayment of all principal and interest will be made immediately in accordance with the provisions shown below. The Borrower shall have the right to prepay any part or all of the unpaid principal and interest balance at any time without penalty. This loan is not transferable.

2) **Forgiveness of Debt:** The Borrower promises to create and maintain minimum employment levels at the Wichita, Kansas facility by August 11, 2014 as shown in the following schedule:

Year	New Employment	Total Wages (cumulative)
2010	20	\$ 670,600
2011	18	\$ 1,274,140
2012	20	\$ 1,946,500
2013	20	\$ 3,618,000
2014	22	\$ 3,357,000

Job figures reflect full-time equivalent (FTE) positions only. One FTE is equal to 2080 hours earned per year, including vacation. Average salary of all positions shall be at least \$33,530/year (\$16.12 per hour average).

The first anniversary date for meeting the first year’s job creation commitment shall be August 11, 2010. On this first anniversary and at each scheduled anniversary thereafter, the outstanding principal balance will be divided by the number of remaining anniversary dates. By August 11, 2014, the number of new FTE positions created and maintained will be no less than 100. The base figure for employment will be 0 FTEs. The resultant amount and all interest accrued since the previous anniversary date will be forgiven if the scheduled job and wage commitments have been met. However, in the

event the Borrower leaves Wichita, Kansas during the term of this agreement, any principal and interest which has been forgiven will be repaid in accordance with item (16) below.

In the event of a technical default under this section, the Borrower has the right of appeal to Lender, if compelling evidence can be presented demonstrating that the default is the result of dramatic, unforeseen changes in economic or market conditions. In the event of an appeal, the Lender will have the sole discretion to enforce the provisions as set forth in item (16) below.

3) **Collateral**: None is required under this Agreement.

4) **Mortgage/Security Agreement**: Not applicable.

5) **Insurance**: The Borrower agrees to provide and maintain at its own expense casualty and hazard insurance covering loss by fire or wind with extended coverage insuring all of the real estate, buildings, fixtures and improvements and all business machinery, equipment, furnishings and furniture at its Wichita, Kansas facility. Evidence of such coverage will be provided to the Lender upon written request. The total amount of the insurance policy shall be sufficient to pay all indebtedness to lien holders and other parties with an interest in this property, and pay the Lender the entire outstanding principal balance and accrued interest. In the event of such loss, the Borrower agrees to repay the Lender as detailed in section 16(A)(ii) below, subject to item (6).

6) **Force Majeure**: In the event that operations at the worksite are impaired or suspended due to uncontrollable forces of nature or other forces outside Borrower's control, the Borrower will be given a reasonable period of time, as determined in the sole discretion of the Lender, in which to reestablish any lost jobs. The term of this agreement will be extended by the length of this period, and no contractual penalty will be imposed on the company during this period.

7) **Release of Mortgage/Security Agreement**: Not applicable.

8) **Life Insurance**: Not applicable.

9) **Use of Funds**: The monies from this loan shall be used by the Borrower to pay for costs directly related to leasehold improvements at the Borrower's worksite in Wichita, Kansas. Lender shall disburse funds to the Borrower upon presentation of written proof that the aforementioned costs have been incurred by the Borrower.

Any machinery and equipment obtained using these loan funds will be promptly identified to the Lender, including narrative description and serial number, and will remain in the Wichita, Kansas facility for the duration of this agreement. The Lender or its representative shall be afforded the right of inspection of such machinery and equipment throughout the term of this agreement.

10) **Services Provided to Borrower**: The Lender is not obligated to provide any services to the Borrower other than those specified in the Agreement.

11) **Related Contracts**: The Borrower shall provide, upon written request, copies of all contracts entered into by the Borrower for activities covered by the loan monies.

12) **Period of Performance**: The Borrower may be reimbursed with loan funds for expenses incurred prior to the date of this Agreement, if they were made in connection with activities defined in item (9) above.

Activities will terminate when all conditions of the Agreement have been met within any specified time frames, or by mutual consent of all parties to the Agreement, or when a default situation arises, unless the Lender chooses not to terminate the Agreement.

13) **Financial Management**: Borrower shall keep accounting records in conformance with generally accepted accounting principles, and make such records and all related reports, files, documents and other papers pertaining to the funds provided under this Agreement available for audits, examinations and monitoring if requested by Lender; such records will be retained for a period of three (3) years after termination of the loan period or repayment of the debt in full.

The accounting system used by the Borrower shall clearly establish records of budgets and expenditures for the activities funded with the loan monies.

14) **Monitoring and Reporting:** A random audit, or audits, may be conducted by the Lender, or a designated representative of the Lender, to assure accountability of loan expenditures and examine the status of any machinery and equipment acquired with this loan funding.

The Borrower will provide to Lender, on an annual basis and for the term of this agreement, a report for the Borrower's Wichita, Kansas facility which lists the number of full-time equivalent employees, the total payroll as defined in item (2) of this Agreement, and a record of capital investment for the most recent report period and accumulated since the beginning of the report periods. Each report will be submitted within 60 days of the anniversary date of this Agreement.

15) **Waivers:** The Borrower hereby waives presentment, demand of payment, protest, and any and all other notices and demands whatsoever. No waiver of any payment or other right under this Agreement shall operate as a waiver of any other payment or right.

16) **Default:** This Agreement shall be considered in default if:

- (A) Upon any default or failure to properly perform under any clause in this Agreement (or the provisions of any security agreement(s) or mortgage documents which secure this Agreement).
 - (i) If, on the scheduled anniversary, employment levels are below the minimums specified in item (2) of this Agreement, the following repayment is required within thirty (30) days:
 - a) the outstanding principal balance will be divided by the number of remaining anniversary dates, to produce the principal amount due, plus
 - b) interest accrued since the previously scheduled anniversary date.
 - (ii) If the Borrower ceases to operate in Wichita, Kansas during the term of this Agreement, the following repayment is required:
 - a) the entire outstanding principal amount is immediately due and payable, plus
 - b) any principal and interest previously forgiven as specified in item (2) above, plus
 - c) interest penalties equal to a twelve percent (12%) compounded annual rate calculated for a 5 year period against the highest outstanding principal amount over the term of the loan.
 - (iii) Upon audit, any loan funds shown to have been used for other than the intended purposes shall be repaid with interest to Lender by Borrower. Such unintended purposes would include, but not be limited to, the acquisition of machinery and equipment which is not used at the Wichita, Kansas facility throughout the term of this loan. The amount to be repaid shall be such principal plus twenty-five percent (25%) compounding interest accrued from the date of the initial draw-down against this loan.
 - (iv) If the Borrower otherwise defaults in any manner on the obligations set forth in this Agreement, the following repayment is required:
 - a) any principal balance outstanding on the loan is due and payable; and
 - b) interest penalties equal to a twelve percent (12%) compounded annual rate calculated against the principal balance for the period during which it has been outstanding.
- (B) Upon any occurrence under this Agreement or security agreements or mortgage documents by which this loan may or shall become due and payable.
- (C) At any time that the Lender determines in good faith that the prospect of any payment required by this note is impaired.

In the event of continued default following a fifteen (15) day written notice of default, the Lender may, at its option, declare all unpaid indebtedness evidenced by this Agreement and any modifications thereof, immediately due and payable, without further notice, regardless of date of maturity. The Lender's failure to exercise this option when available at any point in time shall in no way invalidate its right to exercise the option in future default situations. Should it become necessary to collect the monetary obligations of this Agreement through an attorney, the Borrower agrees to pay all costs of collecting these monies, including reasonable attorneys' fees to the extent permitted by law, whether collected by suit, foreclosure, or otherwise.

17) **Indemnification:** The Borrower shall indemnify, defend, and hold harmless the Lender and its respective officers and employees from any liabilities, claims, suits, judgments, and damages arising as a result of the performance of

the obligations under this Agreement by the Borrower or any party in a relationship with the Borrower which is a result of this Agreement. The liability of the Borrower under this Agreement shall continue after the termination of the Agreement with respect to any liabilities, claims, suits, judgments and damages resulting from acts occurring prior to the termination of this Agreement.

18) **Amendments**: Changes to this Agreement will not be effective or binding unless in writing and signed by both parties to the Agreement.

19) **Compliance with the Law**: The Borrower agrees to operate in Sedgwick County, Kansas in full compliance with applicable federal, state and local laws without limitation.

20) **Authorization to Contract**: Before or at the time of execution of the Agreement, the Borrower must be able to provide evidence that it is duly incorporated, in good standing in the state of its incorporation, authorized to do business in the State of Kansas, and authorized to borrow money; and evidence shall be provided that the person executing the Agreement and any supporting documents is authorized to act on behalf of the Borrower in such a transaction.

21) **Termination of Agreement**: Lender may terminate the loan, in whole or in part, if the Borrower has failed to comply with the conditions of the Agreement and such failure has resulted in a "default" as set forth in Section 16 of this Agreement. The Borrower will receive written notice and the reasons for termination.

22) **Divisibility**: The invalidity of any one or more phrases, sentences, clauses, or section contained in this Agreement shall not affect the remaining portions of this Agreement, or any part thereof. Further, various headings included in this Agreement exist purely as an aid to locate particular wording, and do not in and of themselves in any way affect the substance of this Agreement.

23) **Complete Document**: The parties agree this Agreement is a complete document in which all obligations have been reduced to writing, and there are no understandings, agreements, conventions or covenants not included herein.

24) **Assignment**: The parties further agree that this Agreement may not be assigned by the Borrower without prior written approval by the Lender other than to an affiliate or in connection with a sale of all or substantially all of the assets of the Borrower (by merger, reorganization or otherwise).

25) **Binding Effect**: The provisions of this Agreement shall both bind and benefit the Borrower's successors, assigns, guarantors, endorsers, and any other person or entity now or hereafter liable hereon.

26) **Notices**. Notifications required pursuant to this contract shall be made in writing and mailed to the addresses shown below. Such notification shall be deemed complete upon mailing.

Borrower: Premier Processing, LLC
Attn: Brad Hart
3002 West Pawnee
Wichita, Kansas 67217

City: Office of Urban Development
Attn: Allen Bell, Urban Development Director
455 N. Main, 13th Floor
Wichita, KS 67202

Department of Law
Attn: Gary Rebenstorf, City Attorney
455 N. Main, 13th Floor
Wichita, KS 67202

27) **Cash Basis and Budget Laws.** The right of Lender to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that Lender shall at all times stay in conformity with such laws, and as a condition of this Agreement Lender reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.

28). **Equal Opportunity and Affirmative Action.** In carrying out this contract, Borrower shall deny none of the benefits or services of the program to any eligible participant pursuant to K.S.A. 44-1001 et seq.

A. Borrower shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under this contract because of race, religion, color, sex, disability, national origin, or ancestry.

B. In all solicitations or advertisements for employees, Borrower shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Kansas Human Rights Commission.

C. If Borrower fails to comply with the provisions of K.S.A. 44-1031, requiring reports to be submitted to the Kansas Human Rights Commission when requested by that Commission, Borrower shall be deemed to have breached this contract and it may be canceled, terminated or suspended, in whole or in part, by Lender.

D. If Borrower is found guilty of a violation of the Kansas act against discrimination under a decision or order of the Kansas Human Rights Commission which has become final, Borrower shall be deemed to have breached this contract and it may be canceled, terminated or suspended, in whole or in part by Lender.

E. Borrower shall include the provisions of paragraphs A through D inclusively of this section in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

IN WITNESS WHEREOF, the parties have signed their names below.

LENDER:

BORROWER:

CITY OF WICHITA, KANSAS

PREMIER PROCESSING, LLC

Carl Brewer, Mayor

Brad Hart, Member

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf
City Attorney

**City of Wichita
City Council Meeting
August 11, 2009**

TO: Mayor and City Council

SUBJECT: Approval of Sublease (Pawnee Industrial, LLC) (District IV)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendation: Approve the sublease.

Background: On December 9, 2008, City Council approved the issuance of Industrial Revenue Bonds (“IRBs”) for Pawnee Industrial, LLC (“Pawnee Industrial”) in the amount not to exceed \$4,500,000. The bonds were used to finance the construction of a speculative manufacturing and warehouse facility located at Pawnee and Custer in southwest Wichita. City Council also approved a 100% five-plus-five year real property tax abatement on bond-financed property. Pawnee Industrial is currently entering into leases of the facility to multiple users which receive a pass-thru benefit of the tax abatement. Pawnee Industrial has committed to the addition of 35 new jobs over five years with a minimum average wage of \$29,786 annually as a result of subleasing the project. As a condition of the bond documents, the City Council approves the subleases as they are negotiated. Pawnee Industrial is requesting approval of a sublease at this time.

Analysis: Pawnee Industrial has negotiated a sublease with Premier Processing, LLC (“Premier”) for 35,640 square feet of the building. Premier is a subsidiary of Roberts Tool, a California machining company. Premier will be a processing house for machined parts, primarily in the aerospace sector. Services include chemical processing, seals, non-destructive testing, abrasive cleaning, priming and painting. Premier plans to add 100 jobs in Wichita over a five-year period. Premier has agreed to a five-year lease term with an additional five-year option period.

The job creation commitment applies to all tenants cumulatively; therefore, Pawnee Industrial anticipates that the job creation requirements will be exceeded after five years. Approval of the second five-year abatement period will be subject to compliance with job creation and average wage commitment, capital investment commitment and a requirement that at least 51% of exports are shipped to users outside the Wichita MSA as required by the current incentive policy. Pawnee Industrial and Premier have agreed to comply with the City’s monitoring and reporting process to obtain this information. Additional conditions of the bond lease between Pawnee Industrial and the City are not included in the sublease as Pawnee Industrial is the responsible party to the City regarding the abatement, not the subtenant.

Financial Consideration: There is no financial impact to the City by approving the sublease.

Goal Impact: Economic Vitality and Affordable Living. Cooperating with the IRB Tenant is a necessary part of preserving the credibility and integrity of the City’s IRB program for future projects.

Legal Consideration: The City Attorney’s Office has advised that if the City approves a sublease or subleases that do not provide for the IRB Tenant to enforce certain conditions by the subtenants, the City will not be able to cause the IRB Tenant to bring its subtenants into compliance. The City will retain the right to rescind the abatement or require a payment in lieu of tax (PILOT) from the IRB Tenant in the event of noncompliance.

Recommendation/Actions: It is recommended that the City Council approve the sublease between Pawnee Industrial, LLC and Premier Processing, LLC.

Attachment: Sublease

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease"), dated as of the ____ day of May, 2009, is made by and between PAWNEE INDUSTRIAL, LLC, a Kansas limited liability company, having an office at 150 N. Market, Wichita, Kansas 67202 (the "Landlord"), and PREMIER PROCESSING, LLC, a Nebraska Corporation, having an office at 3002 W. Pawnee (the "Tenant").

WITNESSETH THAT:

WHEREAS, subject to the terms and conditions set forth in this Lease below, Tenant desires to lease the "Demised Premises" (defined hereafter) from Landlord and Landlord desires to lease the Demised Premises to Tenant; and

WHEREAS, Tenant acknowledges that the construction of the "Project" (defined hereafter) is financed by and is subject to that certain financing generally referred to as the Taxable Industrial Revenue Bonds (Taxable Under Federal Law), Series XIII (Pawnee Industrial, LLC) (the "Bonds") issued by the City of Wichita, Kansas (the "City") (the "Bond Transaction") pursuant to the terms of a Trust Indenture entered into between the City and The Bank of New York Mellon Trust Company, N.A., dated December 1, 2008 (the "Bond Trustee") and Landlord (the "Bond Indenture"); and

WHEREAS, as a part of the Bond Transaction, Landlord has conveyed the Project to the City and the City, as owner of the Project, has leased the Project to Landlord pursuant to that certain Lease Agreement by and between the City and Landlord dated December 1, 2008 (the "Bond Lease"); and

WHEREAS, as a part of the Bond Transaction, the "Building" (defined hereafter) may qualify to be exempt from ad valorem taxation for a period of up to ten (10) years, beginning in the year 2009; and

WHEREAS, pursuant to the terms and conditions set forth herein, Tenant agrees to use reasonable efforts to comply with certain obligations and requirements imposed by the City upon Landlord, as set forth on Exhibit "B" attached hereto, for the Project to qualify for the exemption from ad valorem taxes.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency is hereby acknowledged by the parties, and for the mutual covenants contained herein, the foregoing recitals, and the parties intend to be legally bound hereby, Landlord and Tenant hereby agree with each other as follows:

1. Demised Premises.

1.1 Recitals. The recitals set forth in this Lease above, are hereby incorporated and made a part of the terms and conditions of this Lease for all purposes by this reference.

1.2 Demised Premises. The "Demised Premises" is a part of Landlord's multi-tenant commercial warehouse and manufacturing facility commonly known as 3002 West Pawnee, Wichita, Kansas 67217, depicted and described on Exhibit "A" attached hereto and made a part hereof for all purposes (the "Project"). The Project includes the "Land" more particularly described on Exhibit "A" page 2, the "Building" (defined hereafter) and all other improvements and common areas located upon the Land. For the purpose of this Lease, the term "Building" shall mean the commercial warehouse and manufacturing building located upon the Land and consisting of approximately 143,000 total square feet of space (the "Building"). An overhead elevation of the Building is shown on Exhibit "A" attached

hereto. The term "Demised Premises" shall mean the approximately 35,640 square feet of space located approximately in the area depicted and labeled as the "Demised Premises" on Exhibit "A" attached hereto and certain of the common areas and improvements that are a part of the Project and available for use by the Tenant as more specifically provided herein. The Demised Premises will have a common address of 3002 West Pawnee West Pawnee, Wichita, Kansas, 67217.

Landlord hereby leases and lets the Demised Premises to Tenant, and Tenant hereby takes, leases and hires the Demised Premises from Landlord, upon and subject to the terms, conditions, covenants and provisions of this Lease.

1.3 Bond Transaction. Notwithstanding any statement set forth in this Lease to the contrary, the parties acknowledge and agree that as a requirement of the Bond Transaction, the City of Wichita, Kansas is the fee owner of the Project and that the City has heretofore leased the Project to the Landlord pursuant to the Bond Lease. Subject to certain conditions set forth in the Bond Lease and Bond Indenture the Building is eligible for an exemption from ad valorem taxes for a period of up to ten (10) years beginning with the year 2009, provided, however, Landlord hereby discloses that there is no guaranty that the Building will receive an exemption from ad valorem taxes for all, or any part, of said ten (10) period. Furthermore, Tenant acknowledges that Landlord has not represented or warranted to Tenant that the Building will be exempt from ad valorem taxes for all or any part of the ten (10) year period. Tenant agrees to pay its prorata share of the taxes or payments-in-lieu of taxes that may become due with respect to the Building during the "Term" (hereafter defined) of this Lease. The parties acknowledge that during the Term of this Lease, the Land shall at all times be subject to ad valorem taxation. Tenant shall be responsible for its prorata share of the taxes assessed to the Land during the Term of this Lease.

Tenant agrees, represents and warrants to Landlord that it will cooperate with Landlord and exercise reasonable efforts to satisfy the requirements set forth on Exhibit "B" attached hereto to assist Landlord in obtaining and maintaining the Building's ad valorem tax exemption. Tenant acknowledges that it has received a copy of the Bond Lease from Landlord.

In the event that the Bond Transaction should expire or terminate during the Term of this Lease the provisions of this Lease referring and/or pertaining to the Bond Transaction and/or the Bond Lease shall be void and of no effect, provided however, this Lease and the agreements and obligations of the parties set forth herein shall continue to be of full force and effect and legally binding upon Landlord and Tenant.

2. Term.

2.1 Commencement Date. The Term of this Lease shall commence on the later of the following dates: (a) October 1, 2009; (b) or the date the "Landlord's Work" (defined hereafter) is "substantially complete" (defined hereafter) (the "Commencement Date"). In the event Landlord fails to substantially complete Landlord's Work on or before November 1, 2009, then Tenant shall have the right to terminate this Lease by giving Landlord prior written notice of such termination at anytime after November 1, 2009; unless and except the delay in completing the Landlord's Work is due to either a "Tenant Delay" (defined hereafter) or a "Force Majeure Event" (defined hereafter), in which case the November 1, 2009 deadline shall be extended one (1) day for each day of delay resulting from a Tenant Delay or a Force Majeure Event, subject to the limitations set forth in Section 25 below.

For the purpose of this Lease the term "Tenant Delay" shall mean any delay that Landlord may encounter in the construction of the Landlord's Work, by reason of any act, neglect, failure or omission by Tenant, its agents, employees, contractors or subcontractors during the construction of Landlord's Work, including, without limitation: (i) any delay due to changes to the "Plans and Specifications"

(defined hereafter) by or on behalf of Tenant; (ii) any delay due to Tenant's election of materials to be used in the finish out of the Demised Premises which are not readily available and thus cause a delay in the construction of Landlord's Work; (iii) any change orders issued with respect to the construction contract at Tenant's request which change orders result in a delay to the completion of the construction of the Landlord's Work; or (iv) any delay due to work being performed by Tenant, its employees, agents or contractors in the Demised Premises while Landlord is attempting to construct the Landlord's Work. If in the reasonable judgment of Landlord a Tenant Delay has occurred, Landlord shall promptly notify Tenant of such Tenant Delay. In addition, once every thirty (30) days during the construction of the Landlord's Work, Landlord shall provide a written report to Tenant stating the number of days during such thirty (30) day period the completion of the Landlord's Work was delayed as a result of a Tenant Delay. Landlord's thirty (30) day written reports to Tenant stating the number of days the construction of Landlord's Work was delayed due to a Tenant Delay shall serve as conclusive evidence with respect to the number of days of delay attributed to a Tenant Delay and shall be binding on the Tenant.

2.2 Initial Term. The initial Term of this Lease shall expire on the last day of the sixty first (61st) full calendar month after the Commencement Date (the "Initial Term"), unless sooner terminated or extended as herein provided.

2.3 Option Period. Provided Tenant is not in default with respect to any of its obligations herein at the time of the exercise of such option, Tenant shall have the option and right to extend the Term for one (1) additional sixty (60) month period upon all of the terms and conditions herein set forth, and at the Base Rent provided for in Section 3.2 hereof. Tenant shall exercise such right, if at all, upon written notice to Landlord at least six (6) months prior to the expiration of the Initial Term. The exercise of such right to so extend the Term shall not imply the exercise of any further right to so extend. If Tenant does not exercise such option pursuant to this Section 2.3, including not exercising the option within the allowed time frame, then, at Landlord's option, Tenant's right to extend this Lease shall terminate, and Landlord shall have the right during the remainder of the Initial Term of the Lease to advertise the availability, as detailed herein, of the Demised Premises for reletting and to erect upon the Premises signs appropriate for the purpose of indicating such availability. Should Tenant's right to extend this Lease terminate, then Landlord shall additionally have the right, upon at least forty eight (48) hours' notice to Tenant, to enter upon the Demised Premises to show the same to prospective tenants; provided, Landlord shall not unreasonably interfere with Tenant's business operations at the Demised Premises.

2.4 Term. As herein used the term "Term" shall be deemed to include the Initial Term of this Lease provided for in Sections 2.1 and 2.2 hereof and the extension thereof pursuant to Section 2.3 hereof or otherwise.

3. Rent.

3.1 Base Rent. Tenant shall not be required to pay "Base Rent" (defined hereafter) to Landlord in connection with the Demised Premises for the first month of the Initial Term hereof. Commencing with the first day of the second month of the Initial Term, Tenant covenants and agrees to pay Landlord promptly when due and without notice or demand, and without deduction or set-off of any amount for any reason whatsoever, for the Demised Premises, base rent (the "Base Rent") at the annual rate of One Hundred Fifty One Thousand Four Hundred Seventy Dollars (\$151,470.00), during the Initial Term, payable in monthly installments of Twelve Thousand Six Hundred Twenty Two and 50/100 Dollars (\$12,622.50), due the first business day of each month. All Base Rent shall be payable by Tenant on the first day of each and every calendar month during the Term, and shall be payable at the office of the Landlord set forth in Section 26 hereof or at such other place of which Landlord shall have given Tenant written notice at least thirty (30) days in advance. If the Commencement Date should be any date other than the first day of the month, the first and last month of Base Rent shall be pro-rated accordingly.

3.2 Option Period Base Rent. If Tenant exercises its right to extend the Term for the sixty (60) month option period pursuant to Section 2.3 above, then beginning on the first (1st) day of the option period, the annual Base Rent to be paid by Tenant for each year of the option period shall be One Hundred Seventy One Thousand Three Hundred Seventy Four and 40/100 Dollars (\$171,374.40), payable in monthly installments of Fourteen Thousand Two Hundred Eighty One and 20/100 Dollars (\$14,281.20). [Note: The \$171,374.40 annual Base Rent to be paid during the option period was derived by increasing the Initial Term's annual Base Rent by two and a half percent (2.5%) for each year of the Initial Term.]

3.3 Rent. As herein used the term "Rent" shall be deemed to include the Base Rent and all additional rent, if any, payable by Tenant to Landlord hereunder.

3.4 Size of Demised Premises. The parties acknowledge that any statement of square footage of the Demised Premises set forth in this Lease is merely an approximation. If it is ultimately determined that the actual square footage of any building or the entire Demised Premises is more or less than stated in this Lease, such discrepancy shall not result in any modification of the Lease, including modification in the Base Rent amounts to be paid under this Lease.

3.5 Net Lease. It is intended that the Rent and all amounts due hereunder shall be an absolute net return to Landlord throughout the Term of this Lease, as may be extended, free of any expense, charge, or other deduction whatsoever with respect to the Demised Premises or Landlord's interest therein, or the ownership, leasing, operation, management, maintenance, repair, use or occupation thereof. This Lease is a "net lease" and Tenant's obligations arising or accruing during the Term to pay all Rent and other payments hereunder required to be made by Tenant shall be absolute and unconditional and Tenant shall pay all such amounts without notice, demand, counterclaim, set-off, deduction or defense and without abatement, suspension, deferment, diminution or reduction (except as may be otherwise expressly provided herein), free from any charges, assessments, impositions, expenses or deductions of any and every kind or nature whatsoever.

3.6 Late Charge. After the first month's Lease payment, Tenant's failure to pay Rent promptly may cause Landlord to incur unanticipated costs. The exact amount of such costs is impractical or extremely difficult to ascertain. Such costs may include, but are not limited to, processing and accounting charges and late charges that may be imposed on Landlord by any ground lease, mortgage or trust deed encumbering the Property. Therefore, if Landlord does not receive any Rent payment within five (5) days after it becomes due, Tenant shall pay Landlord a late charge equal to five percent (5%) of the overdue amount. The parties agree that such late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of such late payment.

3.7 Interest on Past Due Obligations. Any sums due to Landlord in connection with a monetary "Event of Default" (hereafter defined) under Section 22.1 of this Lease shall bear interest at the rate of ten (10%) per annum from the due date of such amount. If the interest rate specified in this Lease is higher than the rate permitted by law, the interest rate is hereby decreased to the maximum legal interest rate permitted by law. Payment of such interest shall not excuse or cure any default by Tenant under this Lease.

3.8 Common Areas.

3.8.1. As used in this Lease, "Common Areas" shall mean all areas within the Project which are designated from time to time by Landlord for the common use or convenience of tenants of the Project and which are not leased or held for the exclusive use of Tenant or other

tenants, including, but not limited to, parking areas, driveways, sidewalks, loading areas, access roads, corridors, trash areas, landscaping and planted areas, utility installations and appurtenant equipment serving the Project, and other similar common areas and facilities at the Project. Landlord reserves the right from time to time: after giving Tenant reasonable notice, to install, use, maintain, repair and replace pipes, ducts, conduits, wires and appurtenant meters and equipment for service to other parts of the Building above the ceiling surfaces, below the floor surfaces, within the walls and any central core areas, and to relocate any pipes, ducts, conduits, wires and appurtenant meters and equipment included in the Project which are located in the Demised Premises or located elsewhere outside the Demised Premises; to make changes to the Common Areas, including, without limitation, changes in the location, size, shape and landscaped areas increase or decrease Common Area land and/or facilities; to temporarily close or designate for other uses any of the Common Areas for purposes of improvement, maintenance or repair, so long as reasonable access to the Project remains available; to add additional improvements to the Common Areas or the Project; to use the Common Areas while engaged in making improvements, repairs or alterations to the Project, or any portion thereof; or to do and perform such other acts and make such other changes in, to or with respect to the Project as Landlord may, in the exercise of sound business judgment, deem to be appropriate. Tenant acknowledges that such activities may result in inconvenience to Tenant, and no such activities shall entitle Tenant to any abatement of Rent or other claim against Landlord, provided that the change does not deprive Tenant of reasonable access to or use of the Project. Landlord agrees to use reasonable efforts not to disrupt Tenant's business in connection with the maintenance and repair of the Common Areas.

3.8.2 Use of Common Areas. Tenant shall have the nonexclusive right (in common with other tenants and all others to whom Landlord has granted or may grant such rights) to use the Common Areas for the purposes intended, subject to such reasonable rules and regulations as Landlord may establish from time to time. Tenant shall abide by such rules and regulations and shall use its best effort to cause others who use the Common Areas with Tenant's express or implied permission to abide by Landlord's rules and regulations. At any time, Landlord may close any Common Areas to perform any acts in the Common Areas as, in Landlord's sole discretion, are desirable. Tenant shall not interfere with the rights of Landlord, other tenants or any other person entitled to use the Common Areas.

3.8.3 Vehicle Parking. Tenant shall park in the portion of the Project's parking area which is depicted on Exhibit "A" attached hereto. Tenant shall cause all large trucks to be parked immediately in front of Tenant's dock doors or Tenant's building frontage as long as they do not disrupt the flow of traffic in the Project. Other than as permitted in the previous sentence, Tenant shall not allow large trucks or other large vehicles to be parked within the Project or on the adjacent public streets. At no time shall Tenant permit any vehicles to block or obstruct the entry ways into the Project. Landlord reserves the right to establish rules and regulations applicable to all tenants concerning the parking of vehicles at the Project.

3.8.4 Maintenance of Common Areas. Landlord shall maintain the Common Areas in good condition and repair and shall otherwise operate the Project in Landlord's sole discretion. Tenant shall pay "Tenant's Share" (as determined below) of all costs incurred by Landlord in connection with the ownership, operation and maintenance of the Project and Common Areas. Such costs (sometimes referred to in this Lease as "Common Area costs") include, but are not limited to, costs and expenses for the following: gardening and landscaping, snow removal, utilities, water and sewage charges; maintenance of signs (other than Tenant's signs); premiums for liability, casualty property damage, fire and other types of insurance on the Project (including rent loss insurance) that are not billed directly to Tenant as provided in Section 15.2; all property

taxes and special assessments levied on or attributable to the Project that are not billed directly to Tenant as provided in Section 5.1 and 12.5; all personal property taxes levied on or attributable to personal property used in connection with the Common Areas; rental or lease payments paid by Landlord for rented or leased personal property used in the operation or maintenance of the Common Areas; fees for required licenses and permits; repairing, resurfacing, repaving, maintaining, painting, lighting, cleaning, refuse removal, and similar items; and, a payment to Landlord for Landlord's management of the Project of two percent (2%) of the gross receipts of the Project for the calendar year. Landlord may cause any or all of such services to be provided by third parties and the cost of such services shall be included in Common Area costs. Notwithstanding the preceding, Landlord may also include as Common Area costs any capital expenditures incurred by Landlord in connection with the repair and maintenance of the Common Areas, such capital costs to be amortized over a reasonable useful life as Landlord may determine together with an interest rate of eight percent (8%).

3.8.5 Tenant's Share. Each month with the payment of Base Rent, Tenant shall also pay "Tenant's Share" (defined hereafter) of the estimated Common Area costs (prorated for any fractional month) as additional rent upon written notice from Landlord of the amount of estimated costs. As used in this Lease, the term "Tenant's Share" means that portion of any Common Area costs (or other costs to which Tenant's Share is applicable) determined by multiplying the cost of such item by twenty-five percent (25%). The twenty-five percent (25%) factor was derived from a fraction, the numerator of which is the 35,640 square footage of the Demised Premises and the denominator of which is the 143,000 total rentable square footage of the Building. For purposes of determining Tenant's Share with respect to any calendar year, Common Area costs that vary with occupancy shall be "grossed up" by Landlord to the amount that would have been incurred for such calendar year had the Project been 100% occupied with tenants paying full rent. Landlord will estimate in advance and charge to Tenant as Common Area costs, real property taxes for which Tenant is liable under Section 5.1 and Section 12.5 of this Lease, insurance premiums for which Tenant is liable under Section 15.2 of this Lease, maintenance and repair costs for which Tenant is liable under Section 8.2 of this Lease, and/or all other Common Area costs payable by Tenant hereunder. Within ninety (90) days after the end of each calendar year of the Lease Term, Landlord shall deliver to Tenant a statement prepared in accordance with good accounting principles setting forth, in reasonable detail, the Common Area costs paid or incurred by Landlord during the preceding calendar year and Tenant's pro rata share. Landlord will provide to Tenant copies of actual billings and other reasonable backup at the request of Tenant. Upon receipt of such statement, there shall be an adjustment between Landlord and Tenant, with payment to or credit given by Landlord (as the case may be) so that Landlord shall receive the entire amount of Tenant's Share of such costs and expenses for such period.

3.9 Security Deposit. Landlord acknowledges receipt from Tenant of Twelve Thousand Six Hundred Twenty Two and 50/100 Dollars (\$12,622.50) (the "Security Deposit") to be held by Landlord as collateral security, and not prepaid rent, for the faithful performance by Tenant of all covenants, conditions and agreements of this Lease. Landlord, or its agents or successors, shall not be obligated to hold the Security Deposit as a separate fund, but may commingle the same with other funds. The amount of said Security Deposit shall be repaid without interest to Tenant after the termination of this Lease, provided Tenant shall have made all payments and performed all covenants and agreements required under this Lease. Landlord may appropriate and apply the entire Security Deposit or so much thereof as may be necessary to compensate Landlord for any breach under this Lease on the part of Tenant, and Tenant upon demand shall forthwith restore the Security Deposit to the original sum deposited. Neither the Security Deposit nor any installment of rent repaid by Tenant shall be deemed liquidated damages in the event of a default by Tenant under this Lease.

In the event of a sale or transfer of Landlord's estate or interest in the Land and Building, Landlord shall have the right to transfer the Security Deposit to the purchaser or transferee, and Landlord shall thereupon be automatically released by Tenant from all liability for the return of the Security Deposit. No mortgagee or purchaser of the Building at any foreclosure proceeding shall be liable to Tenant for any or all of such Security Deposit unless Landlord has actually delivered the same in cash or by credit to such mortgagee or purchaser.

4. Use of Premises.

4.1 Permitted Use. The Demised Premises will be used for general office, storage and distribution of building products or other lawful purpose, provided such purpose does not void any insurance policies issued in connection with or in relation to the Demised Premises, and further provided that such purpose does not in any way materially damage or harm the Demised Premises.

4.2 Exclusive Use. Provided that no "Event of Default" (defined hereafter) exists, Landlord covenants and agrees not to lease any remaining portion of the Building to either Norandex Building Products or KanAm Building Products without the prior written consent of Tenant.

5. Taxes and Utility Expenses.

5.1 Payment of Taxes and Utilities.

5.1.1 (a). Tenant shall, commencing on the Commencement Date and thereafter throughout the Term (and after the Term if the case requires) pay to Landlord, as additional rent, within thirty (30) days after Tenant's receipt of one or more invoices from Landlord, Tenant's Share of the real estate taxes, general and special assessments levied against the Project (collectively, "Taxes"), and each and every installment thereof which shall or may for the tax periods applicable to the Lease Term be charged, levied, laid, assessed, imposed, become due and payable, with respect to the Project, or any part thereof, including, without limitation, the Demised Premises, together with all interest and penalties thereon (except as provided below), under or by virtue of all present or future laws, ordinances, requirements, orders, directives, rules or regulations of the Federal, State, County, Town and City Governments and of all other governmental authorities whatsoever (all of which shall also be included in the term "Taxes" as heretofore defined). Notwithstanding the foregoing, Tenant will have no obligation to pay any interest or penalties which may accrue or be assessed upon such unpaid amount as a result of Tenant not receiving a copy of such invoice from Landlord by such date. Landlord will be responsible for the payment of all such interest and penalties which may accrue or be assessed upon such unpaid amount as a result of Landlord's failure to provide such original invoice to Tenant by such date. Landlord shall promptly deliver to Tenant a copy of each invoice from the local taxing authority with respect to the Taxes as soon as Landlord has received the same.

(b). In the event the Landlord is granted an exemption from ad valorem taxes for the Building during all or any part of the Term. Landlord shall pass the Tenant's Share of the savings actually realized from such exemption to Tenant. Notwithstanding any statement contained herein to the contrary, if at any time during the Term of this Lease, the ad valorem tax exemption for the Building is revoked or terminated for any reason whatsoever, then Tenant shall be responsible to pay Tenant's Share of all taxes assessed and levied against the Project (including the Building) and/or for any payment in-lieu of taxes which may be imposed upon the Project (including the Building) by the City, Sedgwick County or the State of Kansas.

(c). Tenant shall be responsible for the punctual payment of all personal property

taxes assessed or levied against Tenant's personal property.

5.1.2 Tenant shall contract for in its own name and shall be responsible to punctually pay and discharge all rents, fees and charges for sewer, water, steam, heat, gas, hot water, electricity, light and power, trash service, telephone or other communication service and all other service or services, utility or utilities furnished, used, rendered or supplied to, upon or in the Demised Premises or the occupants thereof during the Term of this Lease (the "Utilities").

5.1.3 Tenant shall be deemed to have complied with the covenants of this Section 5.1 if payment of such Taxes and/or Utilities shall have been made either within any period allowed by law, by the governmental authority or by the Utility provider, as the case may be, imposing the same during which payment is permitted without penalty or interest or before the same shall become a lien upon the Project, and Tenant shall produce and exhibit to Landlord satisfactory evidence of such payment, if Landlord shall demand the same in writing.

5.2 Right to Contest Taxes.

5.2.1 Tenant or its designees shall have the right to contest or review all such Taxes by legal proceedings, or in such other manner as it may reasonably deem suitable (which, if instituted, Tenant or its designees shall conduct promptly at its own cost and expense, and free of any expense to Landlord, and, if necessary, in the name of and with the cooperation of Landlord and Landlord shall execute all documents necessary to accomplish the foregoing). Notwithstanding the foregoing, Tenant shall promptly pay all such Taxes if at any time the Project or any part thereof shall then be immediately subject to forfeiture, lien or other liability by reason of non-payment, or if Landlord shall be subject to any criminal liability, arising out of the non payment thereof. Tenant covenants to indemnify and hold harmless Landlord from any costs, expenses or liabilities incurred by Landlord as a result of such contest.

5.2.2 The legal proceedings referred to in Section 5.2.1 hereof shall include appropriate certiorari proceedings and appeals from orders therein and appeals from any judgments, decrees or orders. In the event of any reduction, cancellation or discharge, Tenant shall promptly pay the amount finally levied or assessed against the Project, or any portion thereof, or adjudicated to be due and payable on any such contested Taxes.

5.2.3 Landlord shall, at Tenant's sole cost and expense, reasonably cooperate with Tenant in obtaining all available real estate tax exemptions, abatements and/or credits available with respect to the Demised Premises.

5.3 Landlord covenants and agrees that if there shall be any refunds or rebates on account of the Taxes paid by Tenant under the provisions of this Lease, such refund or rebate shall belong to Tenant. Landlord will, upon the request of Tenant, sign any receipts which may be necessary to secure the payment of any such refund or rebate, and will pay over to Tenant such refund or rebate as received by Landlord. Landlord hereby agrees upon request of Tenant to execute such instruments and to give Tenant such assistance in connection with such applications as may reasonably be requested by Tenant.

5.4 Nothing herein or in this Lease otherwise contained shall require or be construed to require Tenant to pay any inheritance, estate, succession, transfer, gift, franchise, income or profit taxes, that are or may be imposed upon Landlord.

6. Tenant's Alterations or Improvement Work.

Subject to Landlord's prior written consent, which consent shall not be unreasonably withheld or conditioned, Tenant shall have the right to improve, alter, and renovate the Demised Premises, at its sole cost and expense, in any manner which Tenant deems necessary or desirable to make the same fit and suitable for the conduct of its business operations, including without limitation painting, decorating, installing partitions, floor coverings, and wall coverings, and installing equipment, machinery, conveyor systems, modular docks, task lights, office furniture, racks, bins, or material hoists, etc. ("Tenant's Alterations"). Landlord consent shall not be required for alterations or improvements of a value of Ten Thousand Dollars (\$10,000.00) or less, so long as such alterations or improvements do not affect the structure of the Building. Tenant shall perform all work described in this Section 6 in accordance with all applicable laws, codes and ordinances, and in a good and workmanlike manner, and shall notify Landlord in advance of commencing such work and submit to Landlord written plans for any of Tenant's Alterations for Landlord's approval. Tenant covenants and agrees not to permit any mechanic or material liens to be filed against the Project in connection with the Tenant Alterations, or otherwise, and in the event any mechanic or material liens are filed against the Project, Tenant shall cause the same to be satisfied and released within thirty (30) days of the date the liens, or the notice thereof, were filed against the Project. Unless otherwise approved in writing by Landlord, Tenant shall be required to remove the Tenant's Alterations at the expiration or termination of the Lease, and Tenant shall promptly repair any damage caused by the removal of the Tenant's Alterations at Tenant's sole cost.

7. Tenant's Property.

7.1 Tenant shall have the right, at its sole cost and expense, to reasonably install, use, replace, substitute, and remove all trade fixtures, equipment and personal property owned or leased by it, such as, without limitation, telephone, teletype and other equipment, machinery, conveyor systems, modular docks, task lights, office furniture and supplies, racks, bins, material hoists, etc. ("Tenant's Property") in the Demised Premises, so long as such acts do not affect the structure of the Building. Tenant may install one or more roof antennae, but the location and manner of such installation shall be subject to Landlord's prior written approval in order to insure the integrity of the roof. Upon the expiration or earlier termination of the Term, Tenant shall remove Tenant's Property from the Demised Premises, and Tenant shall repair any damage to the Demised Premises resulting from such removal.

7.2 Landlord acknowledges that all of Tenant's Property is owned by Tenant. Neither Landlord nor any other person or entity other than Tenant has any right, title, or interest in Tenant's Property. Tenant shall have the right to remove Tenant's Property from the Demised Premises at any time and from time to time, including if Tenant is in default hereunder, provided that any damage caused by such removal is promptly and fully repaired. Landlord hereby waives any lien rights it might have under common law and any statutes granting Landlord any lien against and/or interest in any of Tenant's Property. In addition, upon written request from Tenant, Landlord agrees to execute and deliver one or more waiver and access agreements in reasonable form for the benefit of Tenant's lenders.

8. Repairs and Operations.

8.1 Landlord shall, at its sole cost and expense (except as otherwise provided below), perform all necessary maintenance, repairs and replacements and keep in good condition and repair the exterior walls, roof and foundation of the Building (the "Structural Components"). Notwithstanding any of the foregoing, Landlord shall have no obligation to make repairs to and/or replace the Structural Components if the repair or replacement is necessitated by a negligent act or omission of Tenant, or its employees, agents, licensees, invitees or contractors, said obligation being that of Tenant. Landlord shall, at its sole cost and expense, repair any damage to other portions of the Demised Premises arising as a result of Landlord's negligence or willful act and those of its employees, agents, licensees, invitees or contractors.

8.2 Tenant shall, at its sole cost and expense, excluding normal wear, perform all necessary maintenance, repairs and replacements, and keep in good condition and repair the entire Demised Premises, including, without limit, all glass, plumbing systems, carpet, electrical systems, doors (including overhead doors), interior walls, light fixtures, HVAC and the portion of landscape areas, utility systems, which are designated in this Lease for use by the Tenant other than the items explicitly required to be maintained, repaired and replaced by Landlord pursuant to Section 8.1. Tenant shall secure a HVAC maintenance agreement and forward a copy to Landlord.

8.3 Upon delivery of the Demised Premises to Tenant, Landlord shall assign to Tenant all warranties and guaranties relating to the HVAC system that Tenant is required to maintain or repair pursuant to Section 8.2 hereof. Landlord shall cooperate with Tenant in enforcing such warranties and guaranties.

8.4 Landlord shall not be liable, and this Lease shall not terminate and Rent shall not abate, for any failure or interruption of any utility or service to the Demised Premises unless caused by the negligence of the Landlord.

9. Requirements of Public Authority.

9.1 During the Term, Tenant shall, at its own cost and expense, promptly observe and comply with all present and future laws, ordinances, requirements, orders, directives, rules and regulations of the Federal, State, County and City Governments and of all the governmental authorities affecting the Tenant's use or operation of the Demised Premises or appurtenances thereto or any part thereof whether the same are in force at the commencement of the Term or may in the future be passed, enacted or directed, and Tenant shall pay all costs, expenses, liabilities, losses, damages, fines, penalties, claims and demands, including reasonable counsel fees, that may in any manner arise out of or be imposed because of the failure of Tenant to comply with the covenants of this Section 9. Any provision of this Lease to the contrary notwithstanding, there shall be no obligation on the part of Tenant to comply with any such laws, ordinances, requirements, orders, directives, rules and regulations which may require alterations, changes or additions to the Structural Components.

9.2 Tenant shall have the right to contest by appropriate legal proceedings diligently conducted in good faith, in the name of Tenant, or Landlord (if legally required), or both (if legally required), without any cost or expense whatsoever to Landlord, the validity or application of any law, ordinance, rule, regulation or requirement of the nature referred to in this Section 9, to be complied with by Tenant, and, if by the terms of any such law, ordinance, order, rule, regulation or requirement, compliance therewith may legally be delayed pending the prosecution of any such proceeding, Tenant may delay such compliance therewith until the final determination of such proceeding. Tenant covenants to indemnify, defend and hold harmless Landlord from any costs, expenses or liabilities incurred by Landlord as a result of such contest.

9.3 Landlord agrees to execute and deliver any reasonably appropriate papers or other instruments which may be necessary or proper to permit Tenant so to contest the validity or application of any such law, ordinance, order, rule, regulation or requirement and to fully cooperate with Tenant in such contest.

10. Covenant Against Liens.

If, because of any act or omission of Tenant, or of any work, labor, services or materials done or, or supplied to, or claimed to have been done for or supplied to, Tenant or anyone holding the Demised Premises or any part thereof by, through or under Tenant, any mechanic's lien or other lien, charge or order for the payment of money shall be filed against Landlord or any portion of the Project, including the Demised Premises, Tenant shall, at its own cost and expense, cause the same to be discharged of record or bonded within thirty (30) days after written notice from Landlord to Tenant of the filing thereof; and Tenant shall indemnify and save harmless Landlord against and from all costs, liabilities, suits, penalties, claims and demands, including reasonable counsel fees, resulting therefrom. If Tenant shall fail to discharge any such lien within such period, then, in addition to any other right or remedy of Landlord, Landlord may, but shall not be obligated to, procure the discharge of the same. Any amounts reasonably paid or deposited by Landlord, including reasonable legal fees, in defending any such action or in or about procuring the discharge of such lien, with all necessary disbursements in connection therewith, together with interest thereon at the interest rate stated in Section 3.7 above, shall become immediately due and payable by Tenant to Landlord. Landlord shall have the right to post and keep posted at all reasonable times on the Demised Premises any notices which Landlord shall be required to so post for the protection of Landlord and the Demised Premises from any lien resulting from work performed for Tenant on the Demised Premises, or materials supplied for the Demised Premises.

11. Access to Premises.

Landlord and City or their respective agents and designees shall have a right, but not the obligation, to enter upon the Demised Premises at all reasonable times with reasonable notice and at Landlord's own risk, to perform its obligations pursuant to Section 8.1 hereof, to inspect the Demised Premises to confirm that Tenant is complying with the terms of this Lease, to make repairs which Tenant is obligated to make under this Lease, and for all other reasonable purposes, including to exhibit the Demised Premises to prospective purchasers and prospective tenants. In exercising its rights pursuant to this Section 11, Landlord and/or City shall not unreasonably interfere with Tenant's operations at the Demised Premises. The performance by Landlord of Tenant's obligations under this Lease shall not operate as a waiver by Landlord of any default by Tenant. The Landlord or City may, during the progress of said repairs after giving Tenant fifteen (15) days written notice, keep and store on the Demised Premises all necessary materials, supplies and equipment, provided, however, such fifteen (15) days advance notice shall not be required in the event the repairs needed to the Demised Premises are deemed by Landlord to be too urgent to wait. The Landlord shall use reasonable efforts not to inconvenience, annoy, disturb, or cause a loss of business or other damage by reason of the performance of any such work or the storage of such materials, supplies and equipment.

12. Assignment and Subletting.

12.1 Sublease by the Tenant. The Tenant may enter into a sublease in connection with the Demised Premises with the prior written consent of the Landlord, City and the owners of all of the Bonds. The Tenant may sublease portions of the Demised Project for use by others in the normal course of its business with the prior consent of the Landlord, City and the owners of the Bonds. In the event of any such subleasing, the Tenant shall remain fully liable for the performance of its duties and obligations hereunder, and no such subleasing and no dealings or transactions between the Landlord, City or the Trustee and any such subtenant shall relieve the Tenant of any of its duties and obligations hereunder. Any such sublease shall be subject and subordinate in all respects to the provisions of this Lease.

12.2 Assignment by the Tenant. The Tenant may assign or mortgage its interest in this Lease with the prior written consent of the Landlord, City and the owners of the Bonds. In the event of any such assignment, the Tenant shall remain fully liable for the performance of its duties and obligations hereunder, except to the extent hereinafter provided, and no such assignment and no dealings or

transactions between the Landlord, City or the Trustee and any such assignee shall relieve the Tenant of any of its duties and obligations hereunder, except as may be otherwise provided in the following Sections 12.3.

12.3 Mergers and Consolidations. Notwithstanding the provisions of Sections 12.2 above, Tenant may assign this Lease without Lessor's prior consent to any of the following transferees (individually referred to herein as a "Permitted Transferee"), provided that the Permitted Transferee's financial strength, creditworthiness and business reputation following the transfer are equal to or greater as those of Tenant: (i) any successor corporation or other entity resulting from a merger or consolidation of Tenant; (ii) any purchaser of Tenant's equity whether or not causing a change in control; or (iii) any entity which controls, is controlled by, or is under common control with Tenant. Tenant shall nevertheless at all times remain fully responsible and liable for the payment of Rent and the performance and observance of all of Tenant's other obligations under this Lease. Nothing in this paragraph is intended to nor shall permit Tenant to transfer its interest under this Lease as part of a fraud or subterfuge to intentionally avoid its obligations under this Lease (for example, transferring its interest to a shell corporation that subsequently files a bankruptcy), and any such transfer shall constitute an Event of Default hereunder.

12.4 Payment of Taxes. Notwithstanding the foregoing Sections 12.1, 12.2 and 12.3 in the event any assignment or transfer of this Lease by the Tenant pursuant to this Section 12 results in the City revoking the ad valorem tax exemption by either imposing payments in-lieu of taxes or by declining to make the annual exemption filing with the county appraiser's office pursuant to the Bond Lease, Tenant and the successor tenant (their liability being joint and several) shall pay to Landlord, upon demand, the Tenant's Share ad valorem taxes or payments in-lieu of taxes of imposed or assessed against the Project as a result of such transfer or assignment.

13. Signs.

Subject to Landlord's prior written consent, Tenant shall have the right to install, maintain and replace in, on or over or in front of the Demised Premises or in any part thereof such signs and advertising matter as Tenant may reasonably desire. Subject to approval by the City of Wichita, Kansas, the Landlord agrees to install a marquis sign at the street entrance, which such marquis sign is more fully described on Exhibit "D" attached hereto and made a part hereof for all purposes. Tenant agrees that Tenant shall pay Tenant's Share of the of the cost for such marquis sign and the related installation, which cost is estimated to be Six Thousand Dollars (\$6,000.00). In addition, Tenant agrees that Tenant shall be responsible for installing Tenant's respective sign insert in the marquis sign. Tenant shall comply with any applicable requirements of governmental authorities having jurisdiction and shall obtain any necessary permits for such purposes and comply with the requirements, if any, of the industrial park or subdivision in which the Demised Premises is located. As used in this Section 13, the word "sign" shall be construed to include any placard, light or other advertising symbol or object, irrespective of whether same be temporary or permanent. Landlord reserves the right to approve the size, design, construction materials and planned location of such signs.

14. Indemnity.

14.1 Except as provided in Section 21 hereof which governs environmental matters exclusively, from and after the Commencement Date until the expiration or earlier termination of this Lease, and except for the gross negligence or willful misconduct of the City and/or Landlord and their officers, agents, servants, employees, contractors, licensees, assignees and sublessees, Tenant shall indemnify and save harmless Landlord and City from and against any and all liability, damage, costs, penalties or judgments arising from injury to person or property sustained by anyone in and about the

Project resulting from, related to or in connection with: (a) any acts or omissions of Tenant, or Tenant's officers, agents, servants, employees, contractors, licensees, assignees and sublessees; (b) from the operation or management, maintenance, repair, use or occupation of the Demised Premises by Tenant, or Tenant's officers, agents, servants, employees, contractors, licensees, assignees and sublessees; (c) from any breach or default on the part of Tenant in the performance of any covenant or agreement made under this Lease; and (d) from any accident, injury or damage whatsoever occurring during the Term hereof, or having a genesis during the Term hereof, in or about the Demised Premises. Tenant shall, at its own cost and expense, defend any and all suits or actions (just or unjust) which may be brought against Landlord and/or the City or in which Landlord and/or the City may be impleaded with others upon any such above mentioned matter, claim or claims, except as may result from the acts set forth in Section 14.2.

14.2 Except as provided in Section 21 hereof which governs environmental matters exclusively, from and after the Commencement Date, except for its gross negligence or willful misconduct or the gross negligence or willful misconduct of the City and/or Landlord, their officers, agents, employees or contractors, neither the City or Landlord, including their officers, agents, employees and contractors shall be responsible or liable for any damage or injury to any property, fixtures, buildings or other improvements, or to any person or persons, at any time on the Demised Premises, including any damage or injury to Tenant or to any of Tenant's officers, agents, servants, employees, contractors, customers or sublessees. Landlord shall indemnify and hold harmless Tenant and its officers, agents, employees, contractors, from and against any and all liability, damage, costs, penalties or judgments arising out of Landlord's or its agents' gross negligence or willful misconduct.

15. Insurance:

15.1 Tenant's Insurance. Tenant shall obtain and maintain, or cause to be obtained and maintained, pursuant to the terms of this Lease, at its sole expense, the following types of insurance coverage, with minimum limits as set forth below:

15.1.1. Commercial general liability covering liability protecting against claims of any and all persons, firms and corporations for personal injury, death or property damage, and for liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and contractual liability - \$1,000,000 each occurrence.

15.1.2. Business automobile liability covering all owned, hired, and non-owned vehicles - \$1,000,000 each occurrence, including all statutory coverages for all states of operation.

15.1.3. Workers compensation - statutory limits for all states of operation.

15.1.4. Employers liability - \$1,000,000 each employee for bodily injury by accident and \$1,000,000 each employee for bodily injury by disease.

15.1.5. Commercial property insurance covering Tenant's personal property including contents, fixtures, equipment, improvements and betterments for "all-risk" perils included in the standard special causes of loss form and flood and earthquake.

15.1.6. All policies of insurance procured by Tenant herein shall be written as primary policies, not contributing with nor in excess of coverage that Landlord may carry. If Tenant's liability policies do not contain the standard separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

15.2 Landlord's Insurance. Landlord shall obtain and maintain casualty property insurance covering the full replacement cost value of the Project, from damages, hazards and losses caused by fire, lightening, wind and tornado and other risk covered by the broadest form extended coverage insurance endorsements used in the State of Kansas. Tenant shall pay Tenant's Share of the premium of such casualty property insurance to Landlord as additional rent. The City and Trustee shall be named an additional insureds on the casualty property insurance policies. Further, Landlord shall obtain business interruption (or loss of rents) insurance for a twelve (12) month period to be provided within thirty (30) days after the date of this Lease.

15.3 Insurance Requirements. At the request of Landlord, Tenant shall provide Landlord with certificate(s) of insurance evidencing compliance with the insurance requirements set forth in Section 15.1 hereof. Certificate(s) will provide that Landlord, City and Trustee shall be named an additional insureds on all liability policies (except Workers' Compensation, Products Liability and Employers Liability) protecting the landlord, City and Trustee from liability caused by the negligence of Tenant. The certificate(s) shall provide that Tenant, Landlord, the City and Trustee shall receive thirty (30) days prior written notice from the insurer of any termination or material reduction in the amount or scope of coverage. All insurance policies required pursuant to this Section 15 shall be written by insurance companied qualified to sell insurance in the State of Kansas.

15.4 Waiver of Subrogation. All insurance policies carried by either party covering the Demised Premises, including but not limited to contents, fire and casualty insurance, shall expressly waive any right on the part of the insurer against the other party. The parties hereto agree that their policies will include such waiver clause or endorsement so long as the same shall be obtainable without extra cost, or if extra cost shall be charged therefore, so long as the other party pays such extra cost. If extra cost shall be chargeable therefore, each party shall advise the other thereof and of the amount of the extra cost, and the other party, at its election, may pay the same, but shall not be obligated to do so.

16. Destruction.

16.1 Destruction. In the event that, at any time during the term of this Lease, the Building shall be destroyed or damaged in whole or in part by fire or other cause within the extended coverage of the fire insurance policies carried by Landlord in accordance with this Lease, then Landlord shall, within forty-five (45) of such casualty, determine whether to terminate this Lease or to cause the Building to be repaired, replaced or rebuilt. If Landlord determines to repair, replace or rebuild the Building, then this Lease shall continue in full force and effect and such restoration shall be completed within a period of time which, under all prevailing circumstances, shall be reasonable, but in any event within one hundred eighty (180) days after the date of such damage or destruction.

16.2 Abatement of Rent. From and after the date the Building is destroyed or damaged until the same is repaired, replaced or rebuilt, the Base Rent and all other rents and charges provided for in this Lease shall abate entirely, if the Demised Premises is totally untenantable or prorata with respect to the portion which is untenantable, if only a portion of the Demised Premises is untenantable; provided, however, that if Tenant cannot reasonably operate from the undamaged portion of the Demised Premises as a result of the damage or destruction of other parts of the Building, the Demised Premises shall be deemed totally untenantable.

16.3 Repair of Building. Notwithstanding anything herein contained to the contrary,

16.3.1 If Landlord reasonably determines that the restoration of the Building, including the Demised Premises, cannot be completed within one hundred eighty (180) days after the date of such damage or destruction, then Landlord shall have the right to terminate this Lease by

written notice to Tenant within forty-five (45) days after the casualty. If Landlord has not completed restoration of the Demised Premises within one hundred eighty (180) days after the date of such damage or destruction, Tenant shall have the right to terminate this Lease by written notice to Landlord at any time after the expiration of such one hundred eighty (180) day period and prior to the completion of such restoration; provided, however, if Landlord has promptly commenced restoration and is diligently and continuously pursuing the same to completion, the Landlord shall have an additional sixty (60) days to complete restoration in which case Tenant's termination shall be void if Landlord completes the restoration during such sixty (60) day period.

16.3.2 If more than fifty percent (50%) of the Building is so damaged or destroyed during the last two (2) years of the Term, Landlord and Tenant shall each have the right to terminate this Lease by written notice to the other party within forty-five (45) days after the date of such damage or destruction.

16.3.3 If the Building is damaged or destroyed by a casualty not covered or required to be covered by the insurance described in Section 15.2 hereof, and Landlord does not wish to pay for the cost of restoration, Landlord shall have the right to terminate this Lease by written notice to Tenant within forty five (45) days after the date of such damage or destruction.

17. Eminent Domain.

17.1 Total Taking. If the whole of the Project, including the Demised Premises, shall be taken for any public or quasi public use under any statute or by right of eminent domain or by private purchase in lieu thereof, then this Lease shall automatically terminate as of the date that possession has been taken. In the event of a partial taking of the Project (or so purchased), and, in Landlord's and Tenant's reasonable and mutual opinion, the Demised Premises (or the portion remaining) is not adequate and suitable for Tenant's use as required by Tenant, then Landlord and/or Tenant shall have the right to terminate this Lease by giving written notice of such termination to the other party on or prior to the date forty-five (45) days after the date of such taking (or purchase), and upon the giving of such notice of termination the Term shall expire and come to an end on the last day of the calendar month in which such notice shall be given, with the same force and effect as if said day had been originally fixed herein as the expiration date of the Term. In the event this Lease shall terminate or shall be terminated, the Base Rent and all other rents and charges shall, if and when necessary, be adjusted to the day of the taking (or purchase) and neither party shall have any further rights or liabilities hereunder, except as may be specifically provided for herein.

17.2 Condemnation Proceeds. In the event of a taking (or purchase) resulting in the termination of this Lease pursuant to the provisions of Section 17.1, the parties hereto agree to cooperate in applying for and in prosecuting any claim for such taking. All damages awarded for such taking shall belong to and be the property of the Landlord whether such damages shall be awarded as compensation for diminution in value to the leasehold or to the fee of the Demised Premises. Tenant shall have the right to make its own independent claim for loss of business, Tenant improvements or fixtures or relocation costs and expenses provided that such claims do not directly diminish the award due to Landlord.

17.3 Partial Takings.

17.3.1 In the event of a partial taking (or purchase) not resulting in the termination of this Lease, pursuant to the provisions of Section 17.1 hereof, Landlord shall expeditiously, using the condemnation proceeds received, make all repairs to the Demised Premises affected by such taking (or purchase) to the extent necessary to restore the same to a complete architectural unit (to the extent permitted, however, taking into consideration the amount of Land remaining after any

such taking or purchase).

17.3.2 All compensation available or paid to Landlord upon such a partial taking (or purchase) shall be used for the repair and restoration of the Building, including the Demised Premises. To the extent there are condemnation proceeds left over from the repair and restoration of the Building, including the Demised Premises, the excess proceeds shall be paid to Landlord.

18. Performance by Subtenant.

Any act required to be performed by Tenant pursuant to the terms of this Lease may be performed by any sublessee or assignee of Tenant and/or Tenant's interests in the Lease, occupying all or any part of the Demised Premises as permitted under this Lease and the performance of such act shall be deemed to be performance by Tenant and shall be deemed by Landlord to be the same as an act by Tenant.

19. Subordination.

(a) Tenant covenants and agrees, on the terms and conditions provided in this Section 19, that this Lease shall be subordinate to any institutional mortgage or deed of trust that now or hereafter shall encumber the Demised Premises, provided Tenant's obligation to subordinate its interest hereunder shall be conditioned upon the receipt from each named mortgagee or beneficiary a subordination, non-disturbance, and attornment agreement stating (in addition to other reasonable terms, if any) in substance that (i) if Tenant is not in default hereunder beyond any applicable notice and cure periods, the right of possession of Tenant to the Demised Premises shall not be affected or disturbed by any mortgagee in the exercise of any of its rights under a mortgage or the note secured thereby, and any sale of the Demised Premises pursuant to the exercise of any rights and remedies under a mortgage or otherwise shall be made subject to Tenant's right of possession to the Demised Premises under this Lease; and (ii) Tenant shall attorn to any mortgagee or purchaser at a foreclosure sale (a "Purchaser") upon acquisition of title to the Demised Premises by a mortgagee or Purchaser and notice to Tenant thereof, and this Lease shall continue in full force and effect between Tenant and such mortgagee or Purchaser. Upon Tenant's receipt and approval of such a non-disturbance/attornment agreement from a mortgagee or beneficiary from time to time, such approval not to be unreasonably withheld, Tenant covenants and agrees to attorn to such mortgagee or beneficiary upon foreclosure.

(b) This Lease shall also be subordinate and subject to all the terms and conditions, including, without limitation, all of the obligations of Landlord, as Tenant under the Bond Lease, as well as the Indenture executed and delivered by the City and the Landlord as part of the Bond Transaction. Tenant shall not do anything which will cause an event of default by Landlord under the Bond Lease. Tenant acknowledges that this Lease and all the rentals due hereunder will be assigned to the City and/or Bond Trustee as part of the Bond Transaction. Notwithstanding the foregoing, should the City succeed to the interest of Landlord hereunder, the City shall have no duty or obligation to perform any of the various duties, obligations and covenants of Landlord, other than the covenant of quiet enjoyment provided for in Section 20. Should either the City or the Bond Trustee succeed to the interest of Landlord hereunder, the Bond Trustee, whether in its capacity as trustee or Bondholder, shall perform all the duties and obligations of Landlord hereunder including the covenant of quiet enjoyment as contemplated by Section 20.

20. Quiet Enjoyment.

Landlord represents and agrees that the City is the lawful owner of the Project and Landlord is the lessee of the Project pursuant to the Bond Lease. Landlord has the right, under the Bond Lease, to make this Lease for the term aforesaid. Landlord covenants and agrees that if Tenant shall pay the rentals

performed by Tenant, Tenant may peaceably and quietly occupy and enjoy the full possession of the Demised Premises during the Term and any extension thereof (if applicable), without molestation or hindrance of Tenant by Landlord, the City, the Bond Trustee or any person(s) claiming under or through Landlord.

21. Environmental Matters.

21.1 The term "Hazardous Materials Laws" shall mean any and all federal, state or local statutes, regulations and ordinances pertaining to the protection of human health or the environment and/or the regulation, and prohibition of chemical substances, including Hazardous Materials, and reporting and disclosure concerning same, and shall specifically include, without limitation, the following statutes and their state law counterparts, as amended and/or re-authorized: the Comprehensive Environmental Response Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. Section 9601; the Resource Conservation Recovery Act of 1976 ("RCRA"), 42 U.S.C. Section 6901; the Federal Water Pollution Control Act ("FWPCA"), 33 U.S.C. Section 1251; the Toxic Substances Control Act ("TSCA"), 15 U.S.C. 2401, and the Clean Air Act ("CAA"), 42 U.S.C. Section 7401, or otherwise.

21.2 The term "Hazardous Materials" shall mean any and all hazardous, toxic, infectious or radioactive substances, wastes or materials, or terms of such similar import as may be listed or, defined by any Hazardous Materials Laws and specifically shall include petroleum oil and its fractions, and asbestos.

21.3 Landlord warrants and represents that to the best of Landlord's knowledge and except as previously disclosed to Tenant in that certain phase one environmental report prepared by Environmental Management, Inc., dated January 28, 2008, a copy of which has been provided to Tenant:

21.3.1 The Demised Premises and any operations now or heretofore conducted at, and the use of the Demised Premises, are in compliance in all material respects with all applicable Hazardous Materials Laws; there are no claimed, alleged, nor, to the best of Landlord's knowledge, threatened violations of any Hazardous Materials Laws; there are no present discussions or negotiations with any agency regarding any release of any Hazardous Materials; there have been no releases of such Hazardous Materials at, on or under the Demised Premises which would or could give rise to a cleanup or remediation obligation under any Hazardous Materials Laws; all federal, state and local permits, licenses, registrations and authorizations required for the use of and operations at the Demised Premises have been obtained and further, there are currently no violations of such permits, licenses, registrations or authorizations; and the Demised Premises has not been used for the treatment, storage or disposal of any Hazardous Materials as such treatment, storage or disposal may be regulated under RCRA, or its state counterparts, as amended or reauthorized, and regulations promulgated thereunder.

21.3.2 There are currently no underground or aboveground storage tanks at, on or under the Demised Premises. Landlord acknowledges and agrees that Tenant will not use or operate any underground storage tanks ("USTs") in connection with Tenant's use of or operations at the Demised Premises.

21.3.3 That the Demised Premises does not contain asbestos in any form (including insulation or flooring) or PCB-containing equipment (including transformers or capacitors).

21.4 Tenant warrants and represents that it will comply in all material respects with all federal, state or local laws specifically applicable to its use of or operations at the Demised Premises. Tenant further covenants, warrants and represents that, during the term of this Lease, it will not violate any Hazardous Materials Laws, nor will it allow any of its agents, sublessees, assignees, employees, licensees

and the like to violate any Hazardous Materials Laws. Tenant further covenants, warrants and represents that it will use and operate the Demised Property in accordance with all applicable environmental laws and regulations.

21.5 Tenant shall indemnify, defend, protect and hold Landlord and City harmless from and against any and all damages, claims, liabilities, penalties, losses and reasonable expenses, attorney's fees, consultation and expert fees (hereinafter collectively referred to as "Claims"), to which Landlord or City may be subjected as a result of Tenant's breach of its warranties herein, or arising out of or involving the release of any Hazardous Materials in, on, under or about the Demised Premises caused by Tenant, either directly or indirectly.

Landlord shall indemnify, defend, protect and hold Tenant harmless from and against any and all damages, claims, liabilities, penalties, losses and reasonable expenses, attorney's fees, consultation and expert fees (hereinafter collectively referred to as "Claims"), to which Tenant or City may be subjected as a result of Landlord's breach of its warranties or obligations herein, or arising out of or involving the release of any Hazardous Materials in, on, under or about the Demised Premises directly caused by Landlord. Tenant agrees to give prompt written notice to Landlord of any violation of any environmental law of which violation Tenant has actual knowledge

21.6 Each party shall give prompt written notice to the other party of any (i) enforcement, cleanup, removal or other governmental or regulatory action concerning the Demised Premises instituted, completed or threatened pursuant to any Hazardous Materials Law; (ii) written claim made or threatened by anyone against Landlord and/or Tenant, or the Demised Premises, relating to damage, contribution, cost recovery, compensation, loss or injury resulting from or claimed to result from any Hazardous Materials; (iii) non-routine reports made to any environmental agency arising out of or in connection with any Hazardous Materials in, on or about the Demised Premises or with respect to any Hazardous Materials removed from the Demised Premises including any complaints, notices, warnings, reports or asserted violations in connection therewith; and (iv) Hazardous Materials that either party knows has been, or will come to be, released or located within, under or about the Demised Premises in violation of Hazardous Materials Laws or which require cleaning, removal, or remediation pursuant to Hazardous Materials Laws.

21.7 In the event a condition or release of Hazardous Materials which would require remediation under applicable Hazardous Materials Laws is identified at the Demised Premises, the party responsible under the terms of this Lease shall promptly take all necessary steps to remediate the condition in accordance with, and to the extent required by applicable Hazardous Materials Laws. The parties acknowledge and agree to cooperate in good faith and use all reasonable efforts to allow the remediation of the condition by the responsible party identified herein. In the event Landlord must remediate a condition or release at the Demised Premises during the Term, Landlord shall not unreasonably interfere with Tenant's operations at the Demised Premises, and Tenant shall have the opportunity to review and comment on Landlord's proposed remediation plan as it may relate to Tenant's use of and operations at the Demised Premises.

22. Defaults.

22.1 In the event any one or more of the following events (each, an "Event of Default") shall have occurred and shall not have been remedied as hereinafter provided: (i) The occurrence of any event set forth in Section 23 hereof, without the curing of same as therein provided; (ii) Tenant's failure to pay any installment of Base Rent, additional rent or other sums payable under this Lease when due; or (iii) Tenant's failure to perform any of the other covenants, conditions and agreements herein contained on Tenant's part to be kept or performed and the continuance of such failure without the curing of same for a

period of thirty (30) days after receipt by Tenant of notice in writing from Landlord specifying in detail the nature of such failure.

22.2 In the event that Landlord gives notice of a non-monetary default of such a nature that it cannot be cured within such thirty (30) day period, then such default shall not be deemed to continue so long as Tenant, after receiving such notice, proceeds to cure the default within such thirty (30) day period and thereafter cures same within an additional thirty (30) day period (for a maximum cure period of sixty (60) days).

22.3 Notwithstanding anything to the contrary contained in this Section 22, in the event that any Event(s) of Default of Tenant shall be cured in any manner hereinabove provided, such Event(s) of Default shall be deemed never to have occurred and Tenant's rights hereunder shall continue unaffected by such Event(s) of Default.

22.4 During the occurrence of an Event of Default, and after expiration of all notice, cure or grace periods, Landlord may, in addition to and without prejudice to any other rights and remedies Landlord shall have under this Lease, at law or in equity, and with or without terminating this Lease, re-enter the Demised Premises, and recover possession thereof and dispossess any or all occupants of the Demised Premises in the manner prescribed by the statute relating to summary proceedings, or similar statutes, but Tenant in such case shall remain liable to Landlord as hereinafter provided.

22.5 In case of any such Event of Default, re-entry, expiration and/or dispossession by summary proceedings: (i) all Rent, and all other sums and amounts due hereunder, shall become due thereupon and be paid up to the time of such re-entry, expiration and/or dispossession; (ii) Landlord may relet the Demised Premises or any part or parts thereof, either in the name of Landlord or otherwise, for a reasonable term or terms which may, at Landlord's sole option, be less than or exceed the period which would otherwise have constituted the balance of the Term and may grant reasonable concessions or free rent; and (iii) Tenant or the legal representatives of Tenant shall also pay Landlord as damages for the failure of Tenant to observe and perform Tenant's covenants herein contained any deficiency between the Rent hereby reserved and/or covenanted to be paid and the net amount, if any, of the rents collected on account of the lease or leases of the Demised Premises for each month of the period which would otherwise have constituted the balance of the Term. In computing such damages, there shall be added to the said deficiency such reasonable expenses as Landlord may incur in connection with re-letting, such as reasonable brokerage and reasonable preparation for re-letting. Any such damages shall be paid in monthly installments by Tenant on the rent day specified in this Lease and any suit brought to collect the amount of the deficiency for any month shall not prejudice in any way the rights of Landlord to collect the deficiency for any subsequent month by a similar proceeding. Landlord, at Landlord's option, may make such reasonable alterations, repairs, replacements and/or decorations in the Demised Premises as Landlord, in Landlord's reasonable judgment, considers advisable and necessary for the purpose of re-letting the Demised Premises; and the making of such alterations, repairs, replacements and/or decorations shall not operate or be construed to release Tenant from liability hereunder as aforesaid. Landlord agrees to use its reasonable good faith efforts to mitigate all damages and to re-let the Demised Premises in the event of any Event of Default specified herein.

22.6 Notwithstanding anything herein contained to the contrary, if Tenant shall be in default in the performance of its obligations under this Lease after notice and the expiration of the cure period provided for in Section 22.2, Landlord may cure such default and Tenant shall reimburse Landlord the reasonable costs, with interest at the interest rate stated in Section 3.7 above, of such curing within thirty (30) days after the receipt of an invoice therefore.

22.7 Landlord shall not be deemed in default under the terms of this Lease unless Landlord

shall fail to perform its obligations under this Lease for more than thirty (30) days after written notice of such default shall have been received by Landlord, provided that if the curing of such default reasonably requires in excess of thirty (30) days, Landlord shall not be deemed in default hereunder if it shall commence to cure such default within such thirty (30) day period and thereafter diligently prosecutes such cure.

22.8 The rights and remedies of Landlord in relation to this Lease shall be cumulative and not exclusive in nature and in addition to the remedies set forth herein Landlord shall be entitled to pursue all remedies available at law or in equity.

23. Bankruptcy and Insolvency.

If, after the commencement of the Term: (a) Tenant shall be adjudicated bankrupt or adjudged to be insolvent; (b) a receiver or trustee shall be appointed for Tenant's property and affairs; (c) Tenant shall make an assignment for the benefit of creditors or shall file a petition in bankruptcy or insolvency or for reorganization or shall make application for the appointment of a receiver; or (d) any execution or attachment shall be issued against Tenant or any of Tenant's Property, whereby the Demised Premises or any building or buildings or any Improvements thereon shall be taken or occupied or attempted to be taken or occupied by someone other than the aforesaid Tenant, except as may herein be permitted, and such adjudication, appointment, assignment, petition, execution or attachment shall not be set aside, vacated, discharged or bonded within thirty (30) days after the issuance of the same, then an Event of Default shall be deemed to have occurred so that the provisions of Section 22 hereof shall become effective and Landlord shall have the rights and remedies provided for therein. Notwithstanding anything to the contrary hereinabove contained, upon the occurrence of an Event of Default pursuant to this Section 23, if the Rent and all other sums due and payable hereunder shall continue to be paid and the other covenants, conditions and agreements of this lease on Tenant's part to be kept and performed shall continue to be kept and performed, no event of default shall have been deemed to have occurred and the provisions of Section 22 shall not become effective.

24. Waivers.

Failure of Landlord or Tenant to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by Landlord or Tenant at any time, express or implied, of any breach of any provision of this Lease shall be deemed a waiver of a breach of any other provision of this Lease or a consent to any subsequent breach of the same or any other provision. No acceptance by Landlord of any partial payment shall constitute an accord or satisfaction but shall only be deemed a partial payment on account.

25. Force Majeure.

In the event that Landlord or Tenant shall be delayed, hindered in or prevented from the performance of any non-monetary act required hereunder by reason of strikes, lock outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, the act, failure to act or default of the other party, war or other reason beyond their control (each a "Force Majeure Event"), the performing party shall give immediate written notice to the other party of such Force Majeure Event and the performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Notwithstanding the foregoing, the maximum consecutive days of delay a party may attribute to a Force Majeure Event shall be fifteen (15) unless agreed to otherwise by the other party.

26. Notices.

Every notice, approval, consent or other communication authorized or required by this Lease shall not be effective unless same shall be in writing and sent postage prepaid by United States registered or certified mail, return receipt requested, or recognized overnight delivery service, directed to the other party at its address hereinabove set forth below, or such other address as either party may designate by notice given from time to time in accordance with this Section 26. Each such notice shall be effective upon receipt or refusal to accept delivery. The rent payable by Tenant hereunder shall be paid to Landlord at the same place where a notice to Landlord is herein required to be directed.

If to Landlord: Pawnee Industrial, LLC
150 N. Market
Wichita, KS 67202
Attention: Steve Barrett
Telephone: (316) 262-6400
Facsimile: (316) 265-9395
email: sbarrett@weigand.com

With a copy to: Hinkle Elkouri Law Firm, LLC
8621 E 21st St. N, Ste. 200
Wichita, KS 67206
Attention: L. Dale Ward
Telephone: (316) 631-3120
Facsimile: (316) 630-8375
email: dward@hinklaw.com

If to Tenant: Premier Processing, LLC

Attention: _____
Telephone: (____) ____-____
Facsimile: (____) ____-____
email: _____

27. Certificates.

Either party shall, without charge, at any time and from time to time hereafter, within fifteen (15) days after written request of the other, certify by written instrument duly executed and acknowledged to the City, mortgagee or purchaser, or proposed mortgagee or proposed purchaser, or any other person, firm or corporation specified in such request: (a) as to whether this Lease has been supplemented or amended, and if so, the substance and manner of such supplement or amendment; (b) as to the validity and force and effect of this Lease, in accordance with its tenor as then continued; (c) as to the existence of any default thereunder; (d) as to the existence of any offsets, counterclaims or defenses hereto on the part of such other party; (e) as to the commencement and expiration dates of the Term; and (f) as to any other matters as may be reasonably so requested. Any such certificate may be relied upon by the party requesting it and any other person, firm or corporation to whom the same may be exhibited or delivered, and the contents of such certificate shall be binding on the party executing same.

28. Governing Law.

This Lease and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Kansas.

29. Partial Invalidity.

If any term, covenant, condition or provision of this Lease or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

30. Short Form Lease.

The parties will at any time, at the request of either one, promptly execute duplicate originals of an instrument, in recordable form, which will constitute a short form of lease, setting forth a description of the Demised Premises, the term of this Lease and any other portions thereof, excepting the rental provisions, as either party may request.

31. Interpretation.

Wherever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and vice versa, as the context shall require. The section headings used herein are for reference and convenience only, and shall not enter into the interpretation thereof. This Lease may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. The term "Landlord" whenever used herein shall mean only the owner at the time of Landlord's interest herein, and upon any sale or assignment of the interest of Landlord herein, its successors in interest and/or assigns shall, during the term of their ownership, be deemed to be Landlord.

32. Nonliability of Landlord.

In the event Landlord hereunder or any successor owner of the Demised Premises shall sell or convey the Demised Premises, all liabilities and obligations on the part of the original Landlord or such successor owner under this Lease accruing thereafter shall terminate, and thereupon all such liabilities and obligations shall be binding upon the new owner; provided such new owner assumes in writing all of Landlord's obligations under this Lease, subject to the terms of this Lease. Tenant shall attorn to such new owner.

33. Entire Agreement.

This Lease, including all exhibits attached hereto, is subordinate and subject to the Bond Lease, constitutes the entire agreement between the parties as to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith. There are no verbal understandings, agreements or representations or warranties which are not set forth herein. This Lease may not be amended except in writing signed by duly authorized representative of both parties and a duly authorized representative of the Bond Trustee.

34. Parties.

Except as herein otherwise expressly provided, the covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of Landlord and Tenant and their respective heirs, successors, administrators and assigns.

35. Landlord's Work.

35.1 Subject to the terms, conditions and limitations set forth in this Section 35, Landlord shall at its sole cost and expense, construct the improvements and perform the other work described generally on Exhibit "C" attached hereto and made apart hereof for all purposes (the "Landlord's Work"). The Plans and Specifications shall be subject to Landlord's and Tenant's approval, which approvals shall not be unreasonably withheld. The Plans and Specifications shall be prepared by a licensed Kansas architect, and the architect shall certify to Landlord and Tenant that the Plans and Specifications have been prepared in accordance with all applicable laws, orders, regulations and building codes.

Upon the completion and approval of the Plans and Specifications, Landlord shall obtain one or more bids from a licensed and reputable general contractor to complete the Landlord's Work in accordance with the Plans and Specifications. The contractor bid(s) and estimated time frame for constructing and installing Landlord's Work shall be subject to the mutual approval of Landlord and Tenant. Landlord will submit to Tenant a construction schedule. Upon the approval of the contractor bid(s), Landlord shall proceed to enter into a construction contract and proceed with constructing and installing the Landlord's work. Possession of the Demised Premises shall not be delivered by Landlord to Tenant prior to "substantial completion" of Landlord's Work, which shall mean that: (i) that the Landlord's Work has been performed in a good and workmanlike manner, utilizing the highest quality materials and practices, and that the Demised Premises are in conformity with all laws, codes and ordinances, rules and regulations related thereto, including those pertaining to handicapped facilities, including the Americans with Disabilities Act; (ii) that the Demised Premises are in broom clean and weather tight condition, with all utility and service lines and conduits brought up to the space and in good working order and condition, and ready for Tenant's use of the Demised Premises; (iii) that the Demised Premises shall not contain material debris or other obstructions that would interfere with Tenant's use of the Demised Premises; (iv) that the Demised Premises shall be constructed in accordance with the approved Plans and Specifications; and (v) Landlord has obtained a temporary certificate of occupancy or equivalent with respect to the Demised Premises.

35.2 Landlord shall provide at least thirty (30) days prior written notice to Tenant, advising Tenant of the date on which Landlord reasonably expects Landlord's Work at the Demised Premises to be substantially completed. Within ten (10) days prior to such date, Landlord and Tenant, or their respective representatives, shall inspect the Demised Premises. If, as a result of Tenant's inspection of the Demised Premises as set forth in this Section 35.2, Tenant discovers material deviations or deficiencies from the Plans and Specifications for Landlord's Work, Tenant shall deliver a list of such deviations or deficiencies (the "Punch List") to Landlord. Landlord shall correct or cure such material deviations or deficiencies in a reasonable period of time after Landlord receives the Punch List, but in no event later than thirty (30) days after its receipt of such Punch List provided, however, that until such time as Landlord has corrected substantially all such material deviations or deficiencies to Tenant's reasonable satisfaction, Tenant shall not be deemed to have accepted possession of the Demised Premises under this Lease, unless Tenant otherwise specifically agrees in writing at such time. Landlord may enter the Demised Premises at any reasonable time to correct or cure such deviations or deficiencies. Landlord agrees that the Tenant can access the premises prior to the Lease Commencement Date without any expense to Tenant to set-up install racking and office areas. Tenant agrees that no business will be conducted during this time.

35.3 Landlord shall use reasonable good faith efforts to cause the contractor to complete the level of Landlord's Work such that Tenant shall be able to access the Demised Premises, for purposes of installing its fixtures and other Tenant Property, as soon as practically possible. Landlord further agrees to use reasonable good faith efforts to cause the Landlord's Work to be completed as soon as practically possible. Notwithstanding the foregoing, Landlord agrees to use its good faith efforts to cause the Landlord's Work to be substantially complete (as defined in Section 35.1 above) by November 1, 2009 (the "Substantial Completion Date").

35.4 Landlord requires Tenant to submit a detailed list of improvements to be included as a part of the Landlord's Work in advance of this Lease Agreement.

35.5 Notwithstanding any statement contained in this Lease to the contrary, Landlord's share of the costs to be incurred in connection with the Landlord's Work shall not exceed Thirty Five Dollars (\$35.00) per square foot of the finished office space for up to a maximum of 2,000 square feet (for a maximum obligation to Landlord of \$70,000.00). In the event the size of the finished office space exceeds the 2,000 square foot projection and/or the cost of the Landlord's Work exceeds \$35.00 per square foot, Tenant agrees that the additional cost required to complete the Landlord's Work above Landlord's share shall be Tenant's sole responsibility. Tenant agrees to pay any such excess costs to Landlord or the contractor, as the case may be, within fifteen (15) days of receiving an invoice and supporting documentation covering the excess.

35.6 In addition to the Landlord's Work, Landlord, at Landlord's sole cost, agrees to install one (1) dock door and one (1) drive-in door serving the Demised Premises in the locations agreed to by Landlord and Tenant. The dock door shall be made of metal and shall be _____ feet wide and _____ feet tall. The drive-in door shall be made of metal and shall be _____ feet wide and _____ feet tall.

35.7 Subject to the limitations set forth in this Section 35.7, Landlord agrees to provide 200 AMP, 277/480V-3 Phase-4W electrical service to the Demised Premises with additional capacity available. Landlord agrees to pay fifty percent (50%) of the cost of installing the electrical service up to a maximum amount due from Landlord of Twenty Five Thousand Dollars (\$25,000.00). Tenant agrees to pay its share of the costs incurred in connection with the electrical service within fifteen (15) days of receiving an invoice and supporting documentation covering the same..

35.8 Tenant agrees that in the event Tenant elects to apply an epoxy finish to all or part of the floor of the Demised Premises, Tenant shall be solely responsible for the cost incurred by Tenant in connection therewith.

36. Surrender.

Tenant agrees to quit and surrender possession of the Demised Premises to Landlord at the expiration of the Term in at least as good a condition as the Demised Premises existed on the Commencement Date, except for the following: (a) ordinary wear and tear; (b) any appropriation or taking under power of eminent domain or by paramount authority; and (c) damage by fire or other casualty, provided the same is not the responsibility of Tenant to repair hereunder.

37. Holding Over.

If Tenant remains in possession of the Demised Premises after the expiration of the Term, it shall be deemed to be a tenant from month-to-month only, and the Base Rent shall be increased to an amount

equal to one hundred twenty-five percent (125%) of the monthly installment of the Base Rent in effect during the last month of the expired Term. Except as aforesaid, such tenancy shall be upon and subject to the terms of this Lease. Either party may terminate such month-to-month tenancy by giving the other at least thirty(30) days prior written notice of its intent to terminate. Nothing herein, however, shall be deemed to grant to Tenant the right to hold over in the Demised Premises beyond the expiration of the Term, and Landlord shall be entitled to all remedies available to it, under this Lease, at law or in equity, as a result of any holding over in the Demised Premises without Landlord's consent.

38. Financial Statements.

In the event Landlord shall elect to sell or re-finance the Project, Tenant agrees to provide to Landlord within fifteen (15) days of a written request therefore, the most current annual "Financial Statements" (hereafter defined) of Tenant certified by Tenant's Chief Financial Officer. For the purpose of this Section 38 the term "Financial Statements" shall include, but not be limited to, the Tenant's balance sheets and income statements, tax returns and listings of inventory, accounts and other assets. Tenant further agrees and warrants it will cooperate with any annual compliance audit procedure(s) the City may adopt to monitor compliance with conditions, including annual reports required of the Landlord and any inspections of the Demised Premises or interviews with Tenant's staff.

39. City of Wichita, Kansas Approval.

The parties hereby acknowledge and agree that this Lease and the terms and conditions set forth herein are subject to the prior written approval by the City. In the event the City of Wichita, Kansas shall elect to not approve this Lease, regardless of the reason, this Lease shall automatically terminate and become null and void with no further action being required of either party, whereupon the parties shall be relieved of their respective rights and obligations hereunder.

40. Lease Guaranty.

It shall be a condition precedent to the effectiveness of this Lease, for the benefit of Landlord, that Landlord receive concurrently with the execution and delivery of this Lease, a fully executed Guaranty of Lease from Adam Lynch and Brad Hart, which Guaranty of Lease shall be in the form of Exhibit "E" attached hereto and made a part hereof for all purposes.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

"Landlord"

PAWNEE INDUSTRIAL, LLC,
a Kansas limited liability company

By: _____
Name: Steven R. Barrett
Title: Manager

"Tenant"

PREMIER PROCESSING, LLC,
a _____

By: _____ 07/01/09
Name: Adam Lynch
Title: Member

By: _____ 7/1/09
Name: Brad Hart
Title: Member

EXHIBIT "A"
Depiction of Demised Premises

EXHIBIT "A" Cont.
Legal Description of Demised Premises

Lots 7, 8, 9 and 10, Block 7, Southwest Industrial Addition to Wichita, Kansas, Sedgwick County, Kansas

EXHIBIT "B"
Tenant Obligations With Respect to the Bond Lease

The Tenant acknowledges that as an inducement to Landlord for leasing the Demised Premises to Tenant, in addition to the obligations of Tenant set forth in the body of the Lease, Tenant covenants and agrees to use reasonable efforts to cooperate with Landlord and to comply with and be bound by the following requirements:

1. The Tenant agrees that, during the Term of this Lease, it will cooperate with any reasonable and lawful annual compliance audit procedure(s) the City may adopt to monitor compliance with conditions, including any annual reports required of the Landlord and/or Tenant in connection with the Bond Transaction and any inspection of the Tenant's premises or interviews with the Tenant's staff.

EXHIBIT "C"
Scope of Landlord's Work

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Principles of

Wichita, KS

Wichita, KS

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 DEPARTMENT OF HEALTH AND HUMAN SERVICES
 OFFICE OF THE ASSISTANT SECRETARY FOR
 PUBLIC AFFAIRS

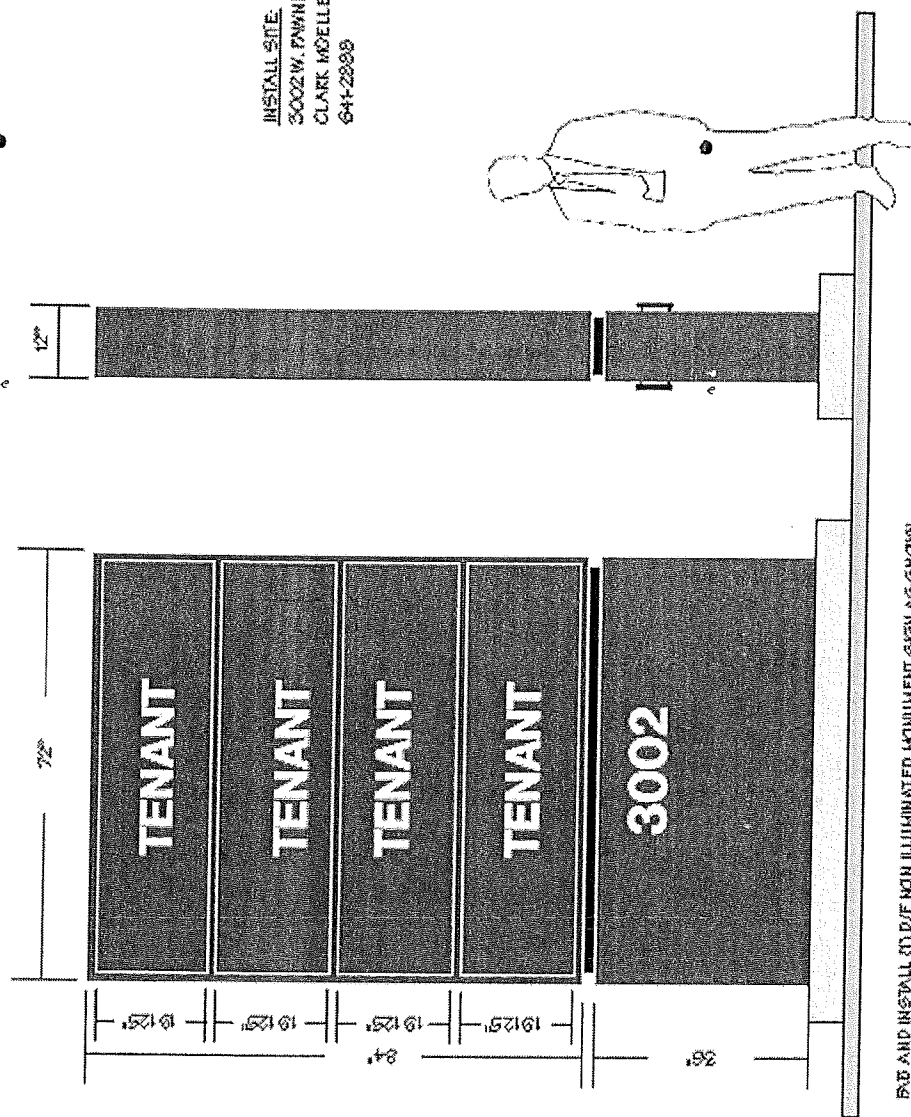
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THE CHAIRMAN OF THE BOARD OF DIRECTORS

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INSTALL SITE:
3002 W. PINE
CLARK MÖLLER
641-2998



END AND INSTALL (7) D/F NON ILLUMINATED MONUMENT SIGN AS SHOWN.

12" ALUMINUM EXTRUSION CABINET PAINTED ROYAL BLUE. 15" PETA INTER-S. DNIDEEB BARS

FLAT WHITE PLEXITENTANT PAINLESS WITH SEVEN PSEUDO PICAL BLUE SUBCUTANEOUS

THESE 3047A 2 BLACK REVEL

125 ALUMINUM POLE COVER PRINTED ETAL FILM WITH STAINLESS STEEL

ON 12 STAMPS; FONT: GT HELVETICA 8; TALL; CAPS; WHITE

CONCRETE NOW SET BY OTHERS.

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EXHIBIT "E"
GUARANTY OF LEASE

THIS GUARANTY OF LEASE (the "Guaranty") is made as of July 9, 2009, by Adam Lynch, an individual, and Brad Hart, an individual (each individual a "Guarantor" and collectively the "Guarantors") in favor of Pawnee Industrial, LLC, a Kansas limited liability company, ("Landlord"), having an office at 150 North Market, Wichita, KS 67202.

WHEREAS, Landlord and Premier Processing, LLC, a LLC limited liability company ("Premier") desire to enter into a Lease Agreement dated even date herewith (the "Lease") concerning the property located at 3002 West Pawnee, Wichita, Kansas, 67217 (the "Demised Premises"); and

WHEREAS, Guarantors are the owners of Tenant and as a result the Guarantors have a direct financial interest in the affairs of the Tenant; and

WHEREAS, the Guarantors are willing to enter into this Guaranty for the benefit of Landlord as an inducement to Landlord to lease the Demised Premises to the Tenant.

NOW THEREFORE, for and in consideration of the execution of the foregoing Lease by Landlord and as a material inducement to Landlord to execute said Lease, Guarantors do unconditionally and irrevocably guarantee the prompt payment by Tenant of all rentals and all other sums payable by Tenant under said Lease and the faithful and prompt performance by Tenant of each and every one of the terms, conditions, agreements, obligations and covenants of said Lease to be kept and performed by Tenant, and further agree as follows:

1. It is specifically agreed and understood that the terms and conditions of the Lease may be altered affected, modified, amended, compromised, released or otherwise changed by agreement between Landlord and Tenant, or by course of conduct, Guarantors guarantee and promise to perform all of the obligations of Tenant under the Lease as so altered, affected, modified, amended, compromised, released, or changed and the Lease may be assigned by or with the consent of Landlord or any assignee of Landlord without consent or notice to Guarantors and that this Guaranty shall thereupon and thereafter guarantee the performance of said Lease as so changed modified, amended, compromised, released, altered or assigned.

2. Guarantors' liabilities under this Guaranty shall continue until all rents and other sums due under the Lease have been paid in full in cash and until all other obligations to Landlord have been satisfied, and shall not be reduced by virtue of any payment by Tenant of any amount due under the Lease. If all or any portion of Tenant's obligations under the Lease is paid or performed by Tenant the obligations of Guarantors hereunder shall continue and remain in full force and effect in the event that all or any part of such payment(s) or performance(s) is avoided or recovered directly or indirectly from Landlord as a preference, fraudulent transfer or otherwise.

3. Guarantors hereby covenant and agree with Landlord that if a default shall at any time occur in the payment of any sums due under the Lease by Tenant or in the performance of any other obligation of Tenant under the Lease, Guarantors shall and will forthwith upon demand pay such sums, and any arrears thereof, to Landlord and take all other actions necessary to cure such default and perform such obligations of Tenant.

4. The liability of Guarantors under this Guaranty is the guarantee of payment and performance and not of collection, and is not conditioned or contingent upon the genuineness, validity, regularity or enforceability of the Lease or the pursuit by Landlord of any remedies which it now has or may hereafter have with respect thereto, at law, in equity or otherwise.

5. Guarantors hereby waive and agree not to assert or take advantage of to the extent permitted by law: (i) all notices to Guarantors, to Tenant, or to any other person, including, but not limited to, notices of the acceptance of this Guaranty or the creation, renewal, extension, assignment, modification or accrual of any of the obligations owed to Landlord under the Lease and enforcement of any right or remedy with respect thereto, and notice of any other matters relating thereto; (ii) notice of acceptance of this Guaranty; (iii) demand of payment, presentation and protest; (iv) any right to require Landlord to apply to any default any security deposit or other security it may hold under the

Handwritten signature and date:
7/9/09

Lease; (v) any right or defense that may arise by reason of the incapability, lack of authority, death or disability of Tenant or any other person; and (vi) all principles or provisions of law which conflict with the terms of this Guaranty.

6. Guarantors agree that Landlord may enforce this Guaranty without the necessity of proceeding against Tenant. Guarantors hereby waive the right to require Landlord to proceed against Tenant, to proceed against any other guarantor, to exercise any right or remedy under the Lease or to pursue any other remedy or to enforce any other right. Guarantors' liability under this Guaranty shall at all times be joint and several.

7. Guarantors agree that nothing contained herein shall prevent Landlord from suing on the Lease or from exercising any rights available to it thereunder and that the exercise of any of the aforesaid rights shall not constitute a legal or equitable discharge of Guarantors. Guarantors further agree that Guarantors shall have no right of subrogation against Tenant or any right of contribution against any other guarantor unless and until all amounts due under the Lease have been paid in full and all other obligations under the Lease have been satisfied.

8. The obligations of Guarantors under this Guaranty shall not be altered, limited or affected by any case, voluntary or involuntary, involving the bankruptcy, insolvency, receivership, reorganization, liquidation or arrangement of Tenant or any defense which Tenant may have by reason of order, decree or decision of any court or administrative body resulting from any such case. Landlord shall have the sole right to accept or reject any plan on behalf of a Guarantor proposed in such case and to take any other action which Guarantor would be entitled to take, including, without limitation, the decision to file or not file a claim.

9. The obligations of Tenant under the Lease to execute and deliver estoppel statements and Financial Statements, as therein provided shall be deemed to also require Guarantors hereunder to do and provide the same relative to Guarantors.

10. This Guaranty shall be binding upon Guarantors, Guarantors' heirs, representatives, administrators, executors, successors and assigns and shall inure to the benefit of and shall be enforceable by Landlord, its successors, endorsees and assigns.

11. The term "Landlord" whenever used herein refers to and means the Landlord specifically named in the Lease and also any assignee of said Landlord, whether by outright assignment or by assignment for security, and also any successors to the interest of said Landlord or of any assignee in the Lease or any part thereof, whether by assignment or otherwise.

~~12. In the event of any dispute or litigation regarding the enforcement or validity of this Guaranty, Guarantors shall be obligated to pay all charges, costs and expenses (including, without limitation, reasonable attorneys' fees) incurred by Landlord, whether or not any action or proceeding is commenced regarding such dispute and whether or not such litigation is prosecuted to judgment.~~

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MK

13. This Guaranty shall be governed by and construed in accordance with the laws of the State of Kansas, and in a case involving diversity of citizenship, shall be litigated in and subject to the jurisdiction of the Courts of Kansas.

14. Every provision of this Guaranty is intended to be severable. In the event any term or provision hereof is declared to be illegal or invalid for any reason whatsoever by a court of competent jurisdiction, such illegality or invalidity shall not affect the balance of the terms and provisions hereof, which terms and provisions shall remain binding and enforceable.

15. No failure or delay on the part of Landlord to exercise any power, right or privilege under this Guaranty shall impair any such power, right or privilege, or be construed to be a waiver of any default or an acquiescence therein, nor shall any single or partial exercise of such power, right or privilege preclude other or further exercise thereof or of any other right, power or privilege.

16. This Guaranty shall constitute the entire agreement between Guarantors and the Landlord with respect to the subject matter hereof. No provisions of this Guaranty or right of Landlord hereunder may be waived nor may

deleted
7/9/09

Guarantors be released from any obligation hereunder except by a writing duly executed by an authorized representative of Landlord.

17. The liability of Guarantors and all rights, powers and remedies of Landlord hereunder and under any other agreement now or at any time hereafter in force between Landlord and Guarantors relating to the Lease shall be cumulative and not alternative and such rights, powers and remedies shall be in addition to all rights, powers and remedies given to Landlord at law or in equity.

IN WITNESS WHEREOF, Guarantors have executed this Guaranty as of the day and year first above written.

GUARANTORS

_____, an individual

_____, an individual

ACKNOWLEDGMENT

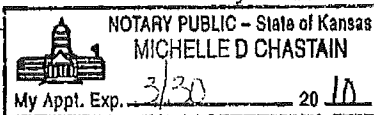
STATE OF KANSAS)

COUNTY OF SEDGWICK)

This instrument was acknowledged before me on the 9th day of July, 2009 by Adam Lynch.

Michelle D. Chastain
Notary Public

My appointment expires: 3/30/2010



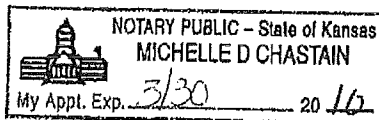
STATE OF KANSAS)

COUNTY OF SEDGWICK)

This instrument was acknowledged before me on the 9th day of July, 2009 by Brad Hart.

Michelle D. Chastain
Notary Public

My appointment expires: 3/30/2010



Handwritten: 7/9/09

City of Wichita
City Council Meeting
August 11, 2009

TO: Mayor and City Council

SUBJECT: Quarterly Financial Report for the quarter ending June 30, 2009

INITIATED BY: Department of Finance

AGENDA: New Business

Recommendation: Receive and file the quarterly financial report.

Background: The Finance Department prepares quarterly unaudited financial reports to monitor and review the financial activities of the operating and capital funds. The report is presented to provide the City Council and citizens with information that will assist in making informed decisions. The report is available on the City's web-site and citizens may obtain a printed copy by contacting the Department of Finance at 268-4651.

Analysis: Comparisons of budgeted amounts to actual revenue and expenditures are provided for each operating fund. In addition, financial statements prepared on an accrual basis are presented for enterprise funds, consistent with requirements of revenue bond covenants. The quarterly financial report does not contain all the entries and adjustments that will be reflected in the Comprehensive Annual Financial Report for fiscal 2009.

Financial highlights are summarized beginning on page iii, with financial statements beginning on page 1. Information supplementary to the financial statements begins on page 59, including information on the performance of invested funds, the City's bonded indebtedness relative to the legal debt limitations, capital projects currently underway, tax abatements, the status of the Debt Service fund relative to any debt service payments due from the tax increment financing districts, and a quarterly summary of disadvantaged and emerging business activity.

Financial Considerations: The Director of Finance will provide a financial overview and stand for questions.

Goal Impact: The Internal Perspective is advanced with the Quarterly Financial Report providing information on the financial condition of City to the City Council, to the Citizens of Wichita and to investors. In addition, the report demonstrates budgetary compliance with applicable laws and ordinances for the reporting year.

Legal Considerations: No consideration necessary.

Recommendations/Actions: It is recommended that the City Council receive and file the Quarterly Financial Report for the quarter ended June 30, 2009.

**City of Wichita
City Council Meeting
August 11, 2009**

TO: Mayor and City Council
SUBJECT: 2010 Annual Operating Budget and Revisions to the 2009 Budget
INITIATED BY: Department of Finance *Leely Carpenter*
AGENDA: New Business

Recommendations: Approve the 2010 proposed and 2009 amended budgets (as adjusted) and the City-County joint agreements.

Background: The 2009/2010 Budget was formulated with citizen input and feedback from the City Council during workshop sessions, District Advisory Board meetings, and a community budget presentation. The City Council has held public hearings on the proposed 2009/2010 budget. On July 21, 2009, the City Council placed the budget ordinances on first reading and authorized the publication of the hearing notices, establishing the maximum taxes levied for the 2010 City budgets.

Analysis: The proposed 2010 annual operating budget was officially published at \$498,113,704 – including all Tax Increment Financing (TIF) Funds and the Self-Supporting Municipal Improvement District (SSMID) Fund. Interfund transactions and appropriated reserves increase this amount to \$624,941,844. The inclusion of expendable trust funds, as required by law, is an additional \$74,997,778 for a total of \$699,939,622.

The General Fund property tax levy is \$74,438,140 (including a delinquency allowance) at an estimated 23.556 mills. The levy for the Debt Service Fund is \$26,860,430 (including a delinquency allowance) and is estimated at 8.500 mills. The total tax levy is \$101,298,570. Although the total estimated mill levy of 32.056 mills remains unchanged from the 2009 Adopted budget, the 2010 mill levies do include the shift of .5 mills from the Debt Service Fund to the General Fund.

There are a total of seven TIF Funds, two environmental TIFs (Gilbert & Mosley and North Industrial Corridor) and five economic development TIFs (East Bank, Old Town, 21st & Grove, Old Town Cinema and Northeast Redevelopment). The combined resources of the seven TIF Funds are \$7,250,581 of which \$6,195,931 is derived from property tax increments.

The SSMID Fund is included in the proposed budget assuming a mill levy rate of 5.953 mills and a delinquency factor of 6%. The estimated valuation projection would result in \$564,950 of revenue net of delinquency in 2010. Factoring revenue from prior year delinquencies (\$15,000), motor vehicle tax revenue (\$26,194) and a carryover balance (\$16,666), expenditures of \$622,810 can be financed.

Jointly Funded Budgets. The General Fund includes City of Wichita contributions to the jointly funded City-County budgets, as identified in the table below.

2010 Proposed Budget	City	County	Revenue	Total
Flood Control	945,980	945,980	0	\$1,891,960
Metropolitan Area Planning	859,930	859,930	226,000	\$1,945,860

It is necessary for the City Council to approve joint agreements to continue these functions. The County Commission is expected to likewise approve the County share of these functions.

2009 Revised Budget. In addition to action on the 2010 Budget, it is requested that action be taken to amend the 2009 Adopted Budget – as contained in the proposed budget submitted to the City Council. Funds that require amendment include:

1. The **Debt Service Fund** increase of \$550,140 is due to an increase in pay-as-you-go financing for capital improvement projects, which will reduce future borrowing costs.
2. The **State Office Building Fund** increase of \$129,472 reflects the terms of the City's lease agreement with the State of Kansas, and the need to refund to the State amounts previously collected in excess expenditures. To comply with State certification requirements, a restricted reserve of \$280,000 is necessary in 2009, as well as contingent revenue of a like amount in 2010.
3. The **IT/IS Fund** increase of \$446,302 reflects the inclusion of all printing costs through this fund. Privatization of the Print Shop function earlier this year has reduced City costs. However, to standardize vendor payments, all printing expenditures are now billed by the vendor to IT, then internally through IT to City departments. This requires additional expenditure authority in the IT/IS Fund. Also, as a technical adjustment, a total of \$667,340 in projected revenues is shifted from 2009 to 2010.
4. The **Old Town Cinema TIF Fund** is increased by \$75,540. Additional revenues are available in the fund, and the increased expenditures authority in 2009 will allow additional transfers from this fund to the Debt Service Fund, to reduce TIF associated debt.
5. The **Northeast Redevelopment TIF Fund** is increased from \$0 to \$64,000. Since this TIF is relatively new, this fund had not been certified previously.
6. A new **Homelessness Assistance Fund** is created and must be certified for 2009. This fund aggregates the equal City and County contributions for homelessness assistance into one fund, so that expenditures can be appropriately tracked and divided between the City and County.

Water Utilities Rate Adjustments - The 2010 Proposed Budget contains rate increases for both the Water and Sewer Utilities. Rate pressures in the Water and Sewer Utilities are driven almost exclusively by capital needs associated with major infrastructure projects. These projects insure that Water Utilities are able to provide a reliable system of infrastructure for the delivery of an adequate quantity and quality of services. First among these projects is the future water supply plan which not only will supply adequate water through the year 2050, but also protects the City's existing water supply from salt water contamination. The proposed rate increases will become effective January 1, 2010.

Budget Administration - To implement the 2009 Revised budget, staff will take steps as outlined on pages BM-1 and BM-2, to ensure that the policy direction of the City Council is implemented. These steps include: establishing expenditure control levels for each department, at the accounting character level; processing administrative budget adjustments for non-departmental accounts, payroll accrual, contracted staffing, printing, approved claims for damages, and other adjustments that are administrative or technical in nature; transferring amounts between funds as included in the council approved budget, subject to available funding; establishing authorized position counts based on positions approved and funding within the 2008 Revised budget; and processing internal service fund charges consistent with the approved budget and policy direction.

Resolution Declaring Financial Emergency - The City of Wichita is anticipating continued economic stress throughout 2010. The budget is based on revenue and expenditures projections consistent with this outlook. A total of 113 FTE positions are budgeted for elimination in the budget, with additional positions identified as being held vacant for extended periods of time. This could result in furloughs and/or layoffs. In addition, fund compliance with the Cash Basis Law, bond covenants and bond

coverage ratios, and decreased activity could require layoffs of City staff. Consistent with past Council policy, efforts will be made to minimize layoffs to the greatest extent possible, although bargaining union contracts will largely dictate the layoff process for represented positions. To protect the exempt status of employees, the federal Fair Labor Standards Act requires that furloughs be required by budgetary concerns; consequently, a resolution declaring financial emergency is necessary.

Financial Considerations: Approval of the publication of the notice of formal hearing on July 21, 2009 set the maximum dollars that may be expended in each fund. The City Council may reduce expenditures required (and proposed tax dollars to be levied) but not increase expenditures previously established and published. Approval of the proposed rate increases in the Water Utilities will financially provide for the projects identified in the City's Capital Improvement Program (CIP) and sustain all current operations.

Goal Impact: The adoption of the annual budget provides the funding sources for services provided in each of the five goal areas.

Legal Considerations: Publication requirements of State law for the final (formal) public hearing have been met. Appropriate disclosure is included within the ordinance of property tax increases not related to assessed value added by improvements, appreciating personal property and/or annexation. Following final Council action on the proposed budget, proper certification will be made of the property taxes to be levied in conformity with State law.

Recommendation: It is recommended that the City Council close the public hearing and:

- (1) Approve the 2010 budgets and the second reading of the necessary budget ordinances, including those for the tax increment financing (TIF) districts and the self-supported municipal improvement district (SSMID);
- (2) Approve amending the 2009 budget for the Debt Service Fund, State Office Building Fund, the IT/IS Fund, the Old Town Cinema TIF Fund, the Northeast Redevelopment TIF Fund, and the Homelessness Assistance Fund;
- (3) Approve the joint agreements with Sedgwick County;
- (4) Approve the proposed new schedule of rates and charges effective January 1, 2010 for Water Service and place the ordinance on first reading;
- (5) Approve the proposed new schedule of rates and charges effective January 1, 2010 for users of the Sanitary Sewer system and place the ordinance on first reading;
- (6) Approve the use of local funds derived from property within the corporate limits for the Wichita State University Board of Trustees (Interlocal Agreement between the City and County).
- (7) Approve necessary budget adjustments, expenditure control levels, and budget administration procedures.
- (8) Adopt the resolution declaring a financial emergency.

Attachments:

- Interlocal Agreement – Planning
- Interlocal Agreement – Flood Control
- Ordinance – General Fund/Debt Service Fund
- Ordinance – SSMID
- Ordinance – North Industrial Corridor Redevelopment District
- Ordinance – Gilbert Mosley Redevelopment District
- Ordinance – Old Town Redevelopment District
- Ordinance – 21st & Grove Redevelopment District
- Ordinance – East Bank Redevelopment District
- Ordinance – Northeast Redevelopment District
- Ordinance – Old Town Cinema Redevelopment District
- Ordinance – Water Schedule of Rates
- Ordinance – Sewer Schedule of Rates
- Resolution of Financial Emergency

AGREEMENT

between

CITY OF WICHITA, KANSAS

and

SEDGWICK COUNTY, KANSAS

For

WICHITA-SEDGWICK COUNTY METROPOLITAN PLANNING DEPARTMENT

WHEREAS, it is necessary that agreement on the joint funding and management of the Wichita-Sedgwick County Metropolitan Planning Department become effective as of January 1, 2010; and

WHEREAS, there have previously been adopted ordinances and resolutions as required by former K.S.A. 12-716, et seq., creating a Joint Planning Department.

NOW THEREFORE, the City of Wichita and the County of Sedgwick agree as follows:

In funding the budget year 2010, the County shall contribute the sum of \$859,930, and the City shall contribute the sum of \$859,930.

All revenues, fees, charges or assessments collected by the Wichita-Sedgwick County Metropolitan Area Planning Department shall be credited to the County and City in the same percentage as their respective annual contributions. The remaining unencumbered funds at the end of the year 2010 shall be distributed back to the parties in the same proportion.

All aspects of operation and administration for the Wichita-Sedgwick County Metropolitan Area Planning Department will continue the same as in year 2009, except that no salary increase shall be granted to the Director of the Wichita-Sedgwick County Metropolitan Area Planning Department absent review and recommendation by the Sedgwick County Board of County Commissioners.

This agreement is intended to supplement all previous budget agreements regarding the Wichita-Sedgwick County Metropolitan Area Planning Department and to the extent any provisions shall conflict, the terms and provisions thereof shall control.

IN WITNESS THEREOF, the Board of County Commissioners of Sedgwick County, Kansas, has approved this Agreement this _____ day of _____, 2009.

Commissioners present and voting:

GWEN WELSHIMER	_____
KELLY PARKS	_____
DAVID M. UNRUH	_____
TIM R. NORTON	_____
KARL PETERJOHN	_____

BOARD OF COUNTY COMMISSIONERS
OF SEDGWICK COUNTY, KANSAS

ATTEST:

Kelly Parks, Chairman
Fourth District

Don Brace, County Clerk

Karl Peterjohn, Commissioner
Third District

APPROVED AS TO FORM:

Gwen Welshimer, Commissioner
Fifth District

Richard A. Euson
County Counselor

Tim R. Norton, Commissioner
Second District

David M. Unruh, Commissioner
First District

IN WITNESS WHEREOF, the City of Wichita, Kansas has approved this Agreement this _____ day of _____, 2009.

City of Wichita, KANSAS

By _____
Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf, Director of Law

AGREEMENT

between

CITY OF WICHITA, KANSAS

and

SEDGWICK COUNTY, KANSAS

for

WICHITA-SEDGWICK COUNTY FLOOD CONTROL

WHEREAS, it is necessary that agreement on the joint funding and management of the Wichita-Sedgwick County Flood Control operation become effective as of January 1, 2010; and

WHEREAS, pursuant to K.S.A. 19-3301 et seq., contracts have previously been approved creating a Flood Control operation.

NOW, THEREFORE, the City of Wichita and the County of Sedgwick agree as follows:

In funding the budget year 2010, the County shall contribute the sum of \$945,980, and the City shall contribute the sum of \$945,980.

All revenues, fees, charges or assessments collected by the Flood Control operation shall be credited to the County and City in the same percentage as their respective annual operations contributions. The remaining unencumbered funds at the end of the year 2010 shall be distributed back to the parties in the same proportion.

All aspects of the operation and administration for the Wichita-Sedgwick County Flood Control operation will continue the same as in the year 2009.

This Agreement is intended to supplement all previous budget agreements regarding the Wichita-Sedgwick County Flood Control operation and to the extent any provisions shall conflict, the terms and provisions thereof shall control.

IN WITNESS THEREOF, the Board of County Commissioners of Sedgwick County, Kansas, has approved this Agreement this _____ day of _____, 2009.

Commissioners present and voting:

GWEN WELSHIMER
KELLY PARKS
DAVID M. UNRUH
TIM R. NORTON
KARL PETERJOHN

BOARD OF COUNTY COMMISSIONERS
OF SEDGWICK COUNTY, KANSAS

ATTEST:

Don Brace, County Clerk

Kelly Parks, Chairman
Fourth District

Karl Peterjohn, Commissioner
Third District

APPROVED AS TO FORM:

Richard A. Euson
County Counselor

Gwen Welshimer, Commissioner
Fifth District

Tim R. Norton, Commissioner
Second District

David M. Unruh, Commissioner
First District

IN WITNESS WHEREOF, the City of Wichita, Kansas has approved this

Agreement this _____ day of _____, 2009.

City of Wichita, KANSAS

By

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf, Director of Law

ORDINANCE NO. _____

AN ORDINANCE MAKING AND FIXING GENERAL TAX LEVY FOR THE CITY OF WICHITA, KANSAS, FOR THE YEAR BEGINNING JANUARY 1, 2010, AND ENDING DECEMBER 31, 2010, AND RELATING THERETO, AND CONCURRENTLY APPROVING CERTAIN AMENDMENTS TO THE 2009 ADOPTED BUDGET.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. The City of Wichita, Kansas has adopted a budget requiring \$101,298,570 in general taxes to be levied for the funds as specified below.

There is hereby levied by the City of Wichita, Kansas on all taxable tangible property in the City of Wichita, Kansas, according to the estimated assessed valuation thereof, a mill levy rate for the City of Wichita, Kansas, and said mill levy rate is subject to the actual determination of assessed valuation by the County Clerk. It is the intention of the City of Wichita to set a levy sufficient to raise the above amounts; PROVIDED, that said levy must remain within those limitations set by statute or charter ordinance.

SECTION 2. That in accordance with Section 1 hereof, there be and hereby is levied by the City of Wichita, Kansas, upon all the taxable property in the City of Wichita, Kansas, according to the assessed valuation thereof, the following amount for the use of the City of Wichita, Kansas, for the year 2010, which begins January 1, 2010, and ends December 31, 2010, for the following purposes, to wit:

CALCULATION OF TAX DOLLARS TO BE LEVIED		
	<u>City of Wichita</u>	<u>Mill Levy</u>
Assessed Valuation	\$3,160,050,252	
Taxes to be Levied:		
General Fund	74,438,140	23.556
Debt Service Fund	<u>26,860,430</u>	<u>8.500</u>
Total:	101,298,570	32.056

SECTION 3. It is hereby attested that in order to maintain the public services essential for the citizens of this city, it will be necessary to utilize property tax revenue in an amount exceeding the revenues expended in the budget year 2009. The estimated amount of increased property tax revenue is \$148,024.

SECTION 4. That the Director of Finance of the City of Wichita, Kansas, is hereby directed to make proper certification of the property taxes required in this ordinance to the County Clerk of Sedgwick County, Kansas, in conformity with and as provided by law.

SECTION 5. That the amendments to the 2009 Adopted Budget of the City of Wichita, Kansas, as proposed for consideration and noticed for public hearing concurrently with the proposed 2010 Budget, be, and the same (together with any modifications thereto as may have been made following the public hearing) hereby are, approved and adopted.

SECTION 6. This ordinance shall take effect and be in full force and effect from and after its passage and publication once in the official City paper.

PASSED by the governing body of the City of Wichita, Kansas, this 11 day of August, 2009

Carl Brewer, Mayor

ATTEST: (SEAL)

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, City Attorney
and Director of Law

ORDINANCE NO.

AN ORDINANCE MAKING AND FILING AN INCREMENT IN AD VALOREM TAXES FOR THE GILBERT AND MOSLEY SITE REDEVELOPMENT DISTRICT, CITY OF WICHITA, KANSAS, FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2010, AND ENDING DECEMBER 31, 2010.

WHEREAS, the City of Wichita, Kansas, has established a Redevelopment District designated as the Gilbert and Mosley Site Redevelopment District under authority of K.S.A. 1990 Supp. 12-1770 *et seq.*, and Chapter 59 of the 1991 Sessions Laws of the State of Kansas; and,

WHEREAS, the City has by ordinance passed upon a 2/3 vote adopted a redevelopment plan for the Gilbert and Mosley Site Redevelopment District, the District being created in 1991; and,

WHEREAS, the City found that the conditions set forth in Section 1(a)(2) of Chapter 59 of the 1991 Session Laws of the State of Kansas did exist and therefore the increment in ad valorem taxes for the Gilbert and Mosley Site Redevelopment District is set on a yearly basis as provided in Section 2(b) of Chapter 59 of the 1991 Session Laws of the State of Kansas; and,

WHEREAS, the boundaries of the Gilbert and Mosley Site Redevelopment District are described in "Exhibit A" attached hereto

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. The City of Wichita, Kansas, has adopted a budget requiring \$2,670,040 of increment funds in ad valorem taxes from the Gilbert and Mosley Site Redevelopment District (the current boundaries of the District are described in "Exhibit A" attached hereto).

SECTION 2. In accordance with Section 1 hereof, the City of Wichita, Kansas, hereby sets the increment to be collected from ad valorem taxes produced from property located within the Gilbert and Mosley Site Redevelopment District at \$2,670,040 for the year beginning January 1, 2010, and ending December 31, 2010.

SECTION 3. The purpose of setting this increment is to pay the direct costs of investigation and remediation of the contaminated condition that exists in the Gilbert and Mosley Site Redevelopment District that are anticipated to be incurred between January 1, 2010, and December 31, 2010, including principal and interest due on special obligation bonds or full faith and credit tax increment bonds issued to finance in whole or in part operation and maintenance expenses and other expenses relating directly to the investigation and remediation of contamination. The increment set herein does not exceed twenty percent (20%) of the amount of taxes that were produced in 1991, which was the year the Gilbert and Mosley Site Redevelopment District was first established.

SECTION 4. That the Director of Finance of the City of Wichita, Kansas, is hereby directed to make proper certification of the increment to be produced from ad valorem taxes that are to be levied in the Gilbert and Mosley Site Redevelopment District to the County Clerk of Sedgwick County, Kansas, in conformity with and as provided by law.

SECTION 5. This ordinance shall take effect and be in full force and effect from and after its passage and publication once in the official City paper.

PASSED by the governing body of the City of Wichita, Kansas, this 11th day of August 2009.

Carl Brewer, Mayor

ATTEST: (SEAL)

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, City Attorney
Director of Law

BUDGET SUMMARY

The expenditures, revenues and the amount of 2010 tax to be levied (published below) establish the maximum limits of the 2010 budget for the Groundwater Contamination Project of the Gilbert and Mosley Site Redevelopment District.

Gilbert and Mosley Site Redevelopment District		Amount To
<u>Revenues:</u>	<u>2010 Proposed Budget</u>	<u>Be Levied</u>
Contributions - potentially responsible parties	100,000	
Interest earnings	110,000	
KDHE reimbursements	120,000	
Motor Vehicle Tax	958	
Cost to be funded by a levy from the Gilbert and Mosley Site Redevelopment District*	<u>2,670,040</u>	<u>\$ 2,670,040</u>
Total Revenues	\$ 3,000,998	
<u>Expenditures:</u>		
Personal services	0	
Contractuals	1,185,842	
Commodities	44,160	
Capital outlay	0	
Debt service / temporary notes	1,360,208	
Transfers	172,104	
Environmental remediation projects	<u>2,905,000</u>	
Total Expenditures	\$ 5,667,314	

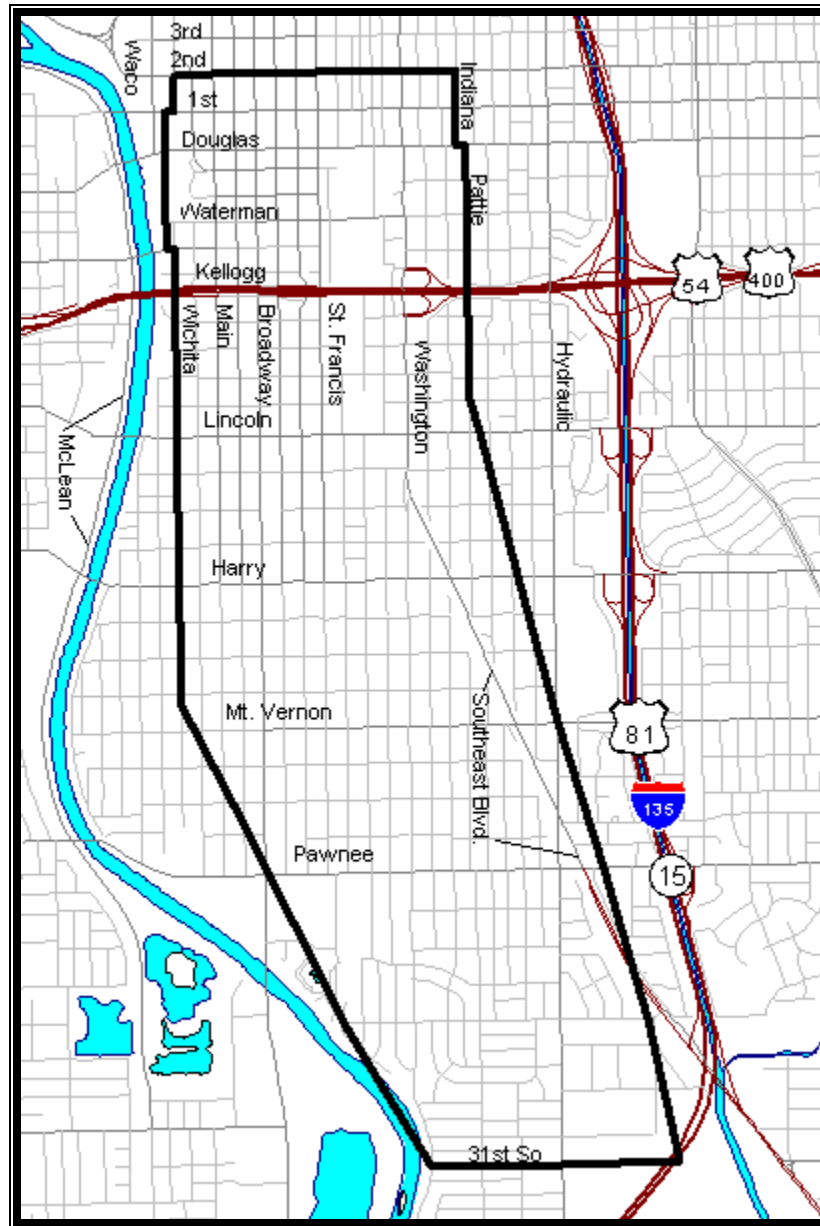
* The Gilbert and Mosley Site Redevelopment District was formed under authority of Ordinance No. 41-446 and K.S.A. 12-1770 *et seq.*

K.S.A. 12-1771a(d) provides that the real property taxes produced by the environmental increment from a redevelopment district shall be allocated and paid by the County Treasurer to the Treasurer of the City and deposited in a special separate fund of the City to pay the direct cost of investigation and remediation of contamination in the redevelopment district. K.S.A. 12-1771a(b) provides that the environmental increment is set on a yearly basis and each year's increment shall be set in an amount sufficient to pay the direct costs of investigation and remediation of the contaminated condition anticipated to be incurred that year. The mill levy rate for property located inside the Redevelopment District does not increase as a result of this levy. Therefore, an estimate of the mill levy rate is not included in this budget summary.

Karen Sublett, City Clerk

DESCRIPTION OF THE GILBERT AND MOSLEY SITE REDEVELOPMENT DISTRICT (TIF DISTRICT #1)

Within the City of Wichita, Sedgwick County, Kansas, bounded on the north by Second Street; on the west by Wichita Street from Second Street to First Street; thence west on First Street to Civic Center Place; thence south on Civic Center Place and Civic Center Place extended to Lewis and Wichita Street; thence south along Wichita Street to Skinner Street; thence southeast including part of the 1900 block of South Wichita Street, the 2000 block of South Water Street, the 2100 block of South Main Street, the 2200 block of South Market Street, the 2300, 2400 and 2500 blocks of South Santa Fe Street; from Santa Fe Street and Greenway Boulevard to 31st Street South and Washington, 31st Street South being the south boundary; thence along 31st Street South to Interstate Highway I-135; thence northwesterly along the east boundary including the 3000 and 2900 blocks of South Madison, Northern and Wassall Streets, west of Madison, Wassall west of Southeast Boulevard, 1805 Glen Oaks Drive, the 2500 block of South Southeast Drive, the 1900 block of East Pawnee, Blake Street west of Minnesota Street, Stafford Street west of Minneapolis Street, the west side of Minneapolis between Stafford Street and Hodson Street, west of Kansas Street between Hodson Street and Mt. Vernon Street, Linwood Park, west of Hydraulic Avenue from Mt Vernon Street to Funston Street, the 1600 and 1700 blocks of South Greenwood, the 1400 and 1500 blocks of South Ellis, the 1200 and 1300 blocks of South Lulu, thence beginning at the 1000 block of Pattie, north along Pattie to Douglas, thence west along Douglas to Indiana; thence north along Indiana to Second Street being the north boundary.



**THE GILBERT & MOSLEY SITE REDEVELOPMENT DISTRICT
(TAX INCREMENT FINANCING DISTRICT #1)**

ORDINANCE NO.

AN ORDINANCE MAKING AND FILING AN INCREMENT IN AD VALOREM TAXES FOR THE NORTH INDUSTRIAL CORRIDOR REDEVELOPMENT DISTRICT, CITY OF WICHITA, KANSAS, FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2010, AND ENDING DECEMBER 31, 2010.

WHEREAS, the City of Wichita, Kansas, has previously, by Ordinance No. 43-009, established a Redevelopment District designated as the North Industrial Corridor Redevelopment District under authority of K.S.A. 12-1770, *et seq.*; and,

WHEREAS, the City has by ordinance passed, upon a 2/3 affirmative vote of the governing body, a redevelopment plan for the North Industrial Corridor Redevelopment District, the District being created in 1996; and,

WHEREAS, the City has previously found that the conditions set forth in K.S.A. 1995 Supp. 12-1771(a)(2) did exist and therefore the increment in ad valorem taxes for the North Industrial Corridor Redevelopment District is set on a yearly basis as provided in K.S.A. 12-1771a(b); and,

WHEREAS, the boundaries of the North Industrial Corridor Redevelopment District are described in "Exhibit A" attached hereto

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. The City of Wichita, Kansas, has adopted a budget requiring \$1,165,300.00 of increment funds in ad valorem taxes from the North Industrial Corridor Redevelopment District (the boundaries of the District are described in "Exhibit A" attached hereto).

SECTION 2. In accordance with Section 1 hereof, the City of Wichita, Kansas, hereby sets the increment to be collected from ad valorem taxes produced from property located within the North Industrial Corridor Redevelopment District at \$1,165,300.00 for the year beginning January 1, 2010, and ending December 31, 2010.

SECTION 3. The purpose of setting this increment is to pay the direct costs of investigation and remediation of the contaminated condition that exists in the North Industrial Corridor Redevelopment District that are anticipated to be incurred between January 1, 2010, and December 31, 2010, including costs of remediation and investigation, and feasibility studies, operation and maintenance expenses and other expenses relating directly to the investigation and remediation of contamination. The increment set herein does not exceed twenty percent (20%) of the amount of taxes that were produced in 1996, which is the year in which the North Industrial Corridor Redevelopment District was first established.

SECTION 4. That the Director of Finance of the City of Wichita, Kansas, is hereby directed to make proper certification of the increment to be produced from ad valorem taxes that are to be levied in the North Industrial Corridor Redevelopment District to the County Clerk of Sedgwick County, Kansas, in conformity with and as provided by law.

SECTION 5. This ordinance shall take effect and be in full force and effect from and after its passage and publication once in the official City paper.

PASSED by the governing body of the City of Wichita, Kansas, this 11th day of August 2009.

Carl Brewer, Mayor

ATTEST: (SEAL)

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, City Attorney
Director of Law

BUDGET SUMMARY

The expenditures, revenues and the amount of 2010 tax to be levied (published below) establish the maximum limits of the 2010 budget for the Groundwater Contamination Project of the North Industrial Corridor Redevelopment District.

North Industrial Corridor Redevelopment District		Amount To
<u>Revenues:</u>	<u>2010 Proposed Budget</u>	<u>Be Levied</u>
Motor Vehicle Taxes	900	
Interest earnings	100,000	
Cost to be funded by a levy from the North Industrial Corridor Redevelopment District*	<u>1,165,300</u>	<u>\$ 1,165,300</u>
Total Revenues	\$1,266,200	
<u>Expenditures:</u>		
Personal services	0	
Contractuals	1,529,192	
Commodities	4,000	
Capital outlay	20,000	
Other	172,104	
Environmental remediation projects	<u>5,340,000</u>	
Total Expenditures	\$7,065,296	

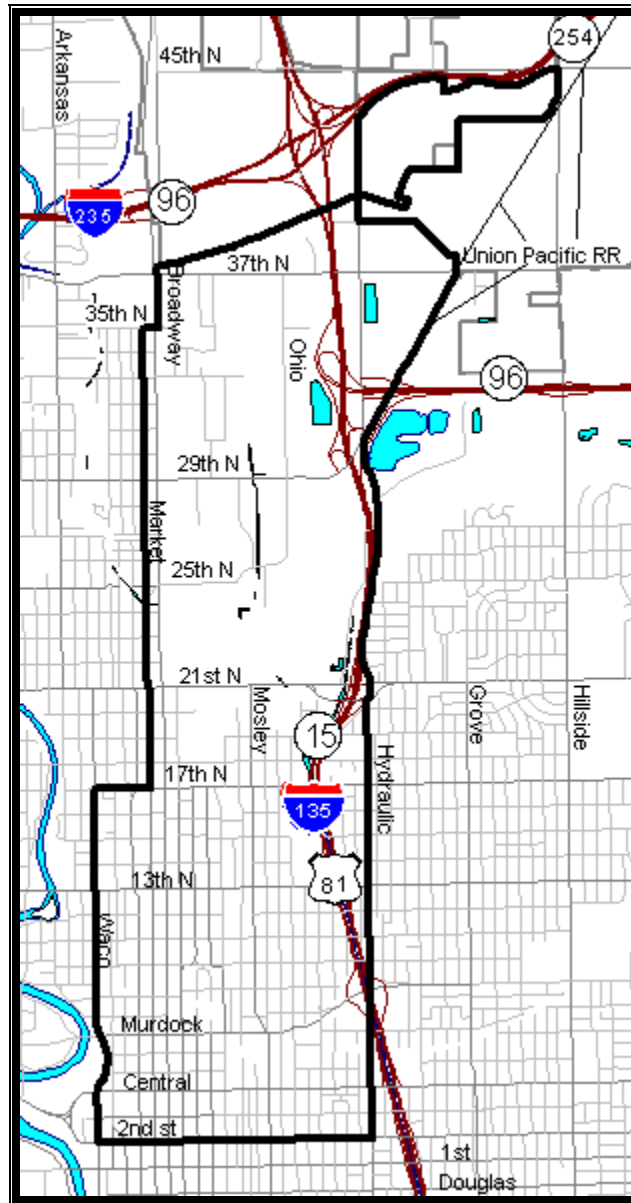
* The North Industrial Corridor Redevelopment District was formed under authority of Ordinance No. 43-009 and K.S.A. 12-1770 *et seq.*

K.S.A. 12-1771a(d) provides that the real property taxes produced by the environmental increment from a redevelopment district shall be allocated and paid by the County Treasurer to the Treasurer of the City and deposited in a special separate fund of the City to pay the direct cost of investigation and remediation of contamination in the redevelopment district. K.S.A. 12-1771a(b) provides that the environmental increment is set on a yearly basis and each year's increment shall be set in an amount sufficient to pay the direct costs of investigation and remediation of the contaminated condition anticipated to be incurred that year. The mill levy rate for property located inside the Redevelopment District does not increase as a result of this levy. Therefore, an estimate of the mill levy rate is not included in this budget summary.

Karen Sublett, City Clerk

DESCRIPTION OF THE NORTH INDUSTRIAL CORRIDOR REDEVELOPMENT DISTRICT (TIF DISTRICT #2)

Within the City of Wichita, Sedgwick County, Kansas, beginning at the intersection of 37th Street North and Broadway Avenue, thence south along the center line of Broadway Avenue to the intersection of Broadway Avenue and 35th Street North, thence west along the center line of 35th Street North to the intersection of 35th Street North and Market Street, thence south along the center line of Market Street to the intersection of Market Street and 17th Street, thence west along the center line of 17th Street to the intersection of 17th Street and Waco Avenue, thence south along the center line of Waco Avenue to the intersection of Waco Avenue and Second Street, thence east along the center line of Second Street to the intersection of Second Street and Hydraulic Avenue, thence north along the center line of Hydraulic Avenue to the point where the center line of Hydraulic Avenue intersects the east right of way of Interstate Highway I-135, thence generally north along the east right of way of Interstate Highway I-135 to the point where the east right of way of Interstate Highway I-135 intersects the west right of way of the Union Pacific Railroad, thence generally northeast along the west right of way of the Union Pacific Railroad to the center line of 37th Street North, thence generally northwest and southeast along the boundary line of the corporate limits of the City of Wichita as defined by the boundary resolution of December 19, 1995, to the center line of Hydraulic Avenue, thence north along the center line of Hydraulic Avenue to the south right of way of State Highway K-254, thence generally east along the south right of way of State Highway K-254 to the center line of Hillside Avenue, thence generally northeast and southwest along the boundary line of the corporate limits of the City of Wichita to the intersection of 37th Street North and Broadway Avenue, being the point of beginning.



**THE NORTH INDUSTRIAL CORRIDOR REDEVELOPMENT DISTRICT
(TAX INCREMENT FINANCING DISTRICT #2)**

ORDINANCE NO.

AN ORDINANCE MAKING AND FILING AN INCREMENT IN AD VALOREM TAXES FOR THE EAST BANK REDEVELOPMENT DISTRICT, CITY OF WICHITA, KANSAS, FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2010, AND ENDING DECEMBER 31, 2010.

WHEREAS, the City of Wichita, Kansas, has established a Redevelopment District designated as the East Bank Redevelopment District under authority of K.S.A. 12-1770 *et seq.* of the State of Kansas; and,

WHEREAS, the City has by ordinance adopted a redevelopment plan for the East Bank Redevelopment District, the District being created in 1995; and,

WHEREAS, the City found that the conditions defined in K.S.A. 12-1770a of the State of Kansas did exist and therefore the increment in ad valorem taxes for the East Bank Redevelopment District is collected on a yearly basis as defined in K.S.A. 12-1770a of the State of Kansas; and,

WHEREAS, the City has by ordinance removed property and reduced the District boundaries, the District boundaries being modified in 2002; and,

WHEREAS, the City has by ordinance expanded the District boundaries, the District boundaries being modified in 2004; and,

WHEREAS, the boundaries of the East Bank Redevelopment District are described in Exhibit "A" attached hereto;

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. The City of Wichita, Kansas, has adopted a budget estimating \$1,123,783 of increment funds in ad valorem taxes from the East Bank Redevelopment District (the current boundaries of the District are described in Exhibit "A" attached hereto).

SECTION 2. In accordance with Section 1 hereof, the City of Wichita, Kansas, hereby estimates the increment to be collected from ad valorem taxes produced from property located within the East Bank Redevelopment District at \$1,123,783 for the year beginning January 1, 2010, and ending December 31, 2010.

SECTION 3. The purpose of setting this increment is to pay the direct costs of infrastructure improvements within the Redevelopment District as defined in K.S.A. 12-1770a, such costs being integral to the increased development and property valuation within the District, incurred between January 1, 2010, and December 31, 2010, including principal and interest due on special obligation bonds or full faith and credit tax increment bonds issued to finance in whole or in part operation and maintenance expenses and other expenses relating directly to infrastructure improvements within the Redevelopment District. The increment set herein is estimated based on assessment of the value of

properties as reported by the Sedgwick County Appraiser's Office.

SECTION 4. That the Director of Finance of the City of Wichita, Kansas, is hereby directed to make proper certification of the increment estimated to be produced from ad valorem taxes that are to be levied in the East Bank Redevelopment District to the County Clerk of Sedgwick County, Kansas, in conformity with and as provided by law.

SECTION 5. This ordinance shall take effect and be in full force and effect from and after its passage and publication once in the official City paper.

PASSED by the governing body of the City of Wichita, Kansas, this 11th day of August 2009.

Carl Brewer, Mayor

ATTEST: (SEAL)

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, City Attorney
Director of Law

EXHIBIT “A”

DESCRIPTION OF THE EAST BANK REDEVELOPMENT DISTRICT (TIF DISTRICT #3)

Within the City of Wichita, Sedgwick County, Kansas, beginning at the intersection of Main Street and Kellogg Avenue, thence north on Main Street to the intersection of Main Street and Douglas Avenue, thence west on Douglas Avenue to the intersection of Douglas Avenue and Waco Street, thence north on Waco to the intersection of Waco Street and Greenway Boulevard, thence north on Greenway Boulevard to Central Avenue, thence west on Central Avenue to Seneca Street, thence south on Seneca Street to the intersection of Seneca Street and McLean Boulevard, thence south on McLean Boulevard to Kellogg Avenue, thence east on Kellogg Avenue to Main Street, being the point of beginning, plus an approximately five-acre parcel located at the southwest corner of Maple Street and McLean Boulevard.



THE EAST BANK REDEVELOPMENT DISTRICT (TAX INCREMENT FINANCING DISTRICT #3)

(Published in The Wichita Eagle on July 31, 2009) 037002

ORDINANCE NO.

AN ORDINANCE MAKING AND FILING AN INCREMENT IN AD VALOREM TAXES FOR THE NORTHEAST REDEVELOPMENT DISTRICT, CITY OF WICHITA, KANSAS, FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2010, AND ENDING DECEMBER 31, 2010.

WHEREAS, the City of Wichita, Kansas, has established a Redevelopment District designated as the Northeast Redevelopment District under authority of K.S.A. 12-1770 *et seq.* of the State of Kansas; and,

WHEREAS, the City has by ordinance adopted a redevelopment plan for the Northeast Redevelopment District, the District being created in 1997; and,

WHEREAS, the City found that the conditions defined in K.S.A. 12-1770a of the State of Kansas did exist and therefore the increment in ad valorem taxes for the Northeast Redevelopment District is collected on a yearly basis as defined in K.S.A. 12-1770a of the State of Kansas; and,

WHEREAS, the City has by ordinance removed property and reduced the District boundaries, the District boundaries being modified in 2003; and,

WHEREAS, the boundaries of the Northeast Redevelopment District are described in Exhibit "A" attached hereto;

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. The City of Wichita, Kansas, has adopted a budget estimating \$33,916 of increment funds in ad valorem taxes from the Northeast Redevelopment District (the current boundaries of the District are described in Exhibit "A" attached hereto).

SECTION 2. In accordance with Section 1 hereof, the City of Wichita, Kansas, hereby estimates the increment to be collected from ad valorem taxes produced from property located within the Northeast Redevelopment District at \$33,916 for the year beginning January 1, 2010, and ending December 31, 2010.

SECTION 3. The purpose of setting this increment is to pay the direct costs of infrastructure improvements within the Redevelopment District as defined in K.S.A. 12-1770a, such costs being integral to the increased development and property valuation within the District, incurred between January 1, 2010, and December 31, 2010, including principal and interest due on special obligation bonds or full faith and credit tax increment bonds issued to finance in whole or in part operation and maintenance expenses and other expenses relating directly to infrastructure improvements within the Redevelopment District. The increment set herein is estimated based on assessment of the value of

properties as reported by the Sedgwick County Appraiser's Office.

SECTION 4. That the Director of Finance of the City of Wichita, Kansas, is hereby directed to make proper certification of the increment estimated to be produced from ad valorem taxes that are to be levied in the Northeast Redevelopment District to the County Clerk of Sedgwick County, Kansas, in conformity with and as provided by law.

SECTION 5. This ordinance shall take effect and be in full force and effect from and after its passage and publication once in the official City paper.

PASSED by the governing body of the City of Wichita, Kansas, this 11th day of August, 2009.

Carl Brewer, Mayor

ATTEST: (SEAL)

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, City Attorney
Director of Law

EXHIBIT “A”

DESCRIPTION OF THE NORTHEAST REDEVELOPMENT DISTRICT (TIF DISTRICT #X)

Within the City of Wichita, Sedgwick County, Kansas, beginning at the intersection of E 13th St N and N Grove Avenue, thence north along the center line of N Grove Avenue to the point adjacent to the northwest corner of Lot 11 in Marsh’s Replat of Getto’s 2nd Addition, thence east to the northwest corner of Lot 12 in March’s Replat of Getto’s 2nd Addition, thence south to the southwest corner of Lot 12, thence east to the center line of N Poplar Avenue, thence south to the center line of E 13th ST N, thence west to the point of the beginning.



THE NORHTEAST REDEVELOPMENT DISTRICT (TAX INCREMENT FINANCING DISTRICT #X)

(Published in The Wichita Eagle on July 31, 2009) 037002

ORDINANCE NO.

AN ORDINANCE MAKING AND FILING AN INCREMENT IN AD VALOREM TAXES FOR THE OLD TOWN CINEMA REDEVELOPMENT DISTRICT, CITY OF WICHITA, KANSAS, FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2010, AND ENDING DECEMBER 31, 2010.

WHEREAS, the City of Wichita, Kansas, has established a Redevelopment District designated as the Old Town Cinema Redevelopment District under authority of K.S.A. 12-1770 *et seq.* of the State of Kansas; and,

WHEREAS, the City has by ordinance adopted a redevelopment plan for the Old Town Cinema Redevelopment District, the District being created in 1999; and,

WHEREAS, the City found that the conditions defined in K.S.A. 12-1770a of the State of Kansas did exist and therefore the increment in ad valorem taxes for the Old Town Cinema Redevelopment District is collected on a yearly basis as defined in K.S.A. 12-1770a of the State of Kansas; and,

WHEREAS, the City has by ordinance reduced the District boundaries, the District boundaries being modified in 2001; and,

WHEREAS, the boundaries of the Old Town Cinema Redevelopment District are described in Exhibit "A" attached hereto;

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. The City of Wichita, Kansas, has adopted a budget estimating \$377,019 of increment funds in ad valorem taxes from the Old Town Cinema Redevelopment District (the current boundaries of the District are described in Exhibit "A" attached hereto).

SECTION 2. In accordance with Section 1 hereof, the City of Wichita, Kansas, hereby estimates the increment to be collected from ad valorem taxes produced from property located within the Old Town Cinema Redevelopment District at \$377,019 for the year beginning January 1, 2010, and ending December 31, 2010.

SECTION 3. The purpose of setting this increment is to pay the direct costs of infrastructure improvements within the Redevelopment District as defined in K.S.A. 12-1770a, such costs being integral to the increased development and property valuation within the District, incurred between January 1, 2010 and December 31, 2010 including principal and interest due on special obligation bonds or full faith and credit tax increment bonds issued to finance in whole or in part operation and maintenance expenses and other expenses relating directly to infrastructure

improvements within the Redevelopment District. The increment set herein is estimated based on assessment of the value of properties as reported by the Sedgwick County Appraiser's Office.

SECTION 4. That the Director of Finance of the City of Wichita, Kansas, is hereby directed to make proper certification of the increment estimated to be produced from ad valorem taxes that are to be levied in the Old Town Cinema Redevelopment District to the County Clerk of Sedgwick County, Kansas, in conformity with and as provided by law.

SECTION 5. This ordinance shall take effect and be in full force and effect from and after its passage and publication once in the official City paper.

PASSED by the governing body of the City of Wichita, Kansas, this 11th day of August, 2009.

Carl Brewer, Mayor

ATTEST: (SEAL)

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, City Attorney
Director of Law

EXHIBIT “A”

DESCRIPTION OF THE OLD TOWN CINEMA REDEVELOPMENT DISTRICT (TIF DISTRICT #7)

Within the City of Wichita, Sedgwick County, Kansas, beginning at the intersection of East 3rd Street North and Washington Street, thence south along the centerline of Washington Street to the intersection of Washington Street and East 2nd Street North, thence west along the centerline of East 2nd Street North to the intersection of East 2nd Street North and Santa Fe Street, thence north along the centerline of Santa Fe Street to the intersection of Santa Fe Street and East 3rd Street North, thence east along the centerline of East 3rd Street North to the intersection of East 3rd Street North and Washington Street, being the point of beginning.

THE OLD TOWN CINEMA REDEVELOPMENT DISTRICT (TAX INCREMENT FINANCING DISTRICT #7)



(Published in The Wichita Eagle on July 31, 2009)

ORDINANCE NO.

AN ORDINANCE MAKING AND FILING AN INCREMENT IN AD VALOREM TAXES FOR THE OLD TOWN REDEVELOPMENT DISTRICT, CITY OF WICHITA, KANSAS, FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2010, AND ENDING DECEMBER 31, 2010.

WHEREAS, the City of Wichita, Kansas, has established a Redevelopment District designated as the Old Town Redevelopment District under authority of K.S.A. 12-1770 *et seq.* of the State of Kansas; and,

WHEREAS, the City has by ordinance adopted a redevelopment plan for the Old Town Redevelopment District, the District being created in 1993; and,

WHEREAS, the City found that the conditions defined in K.S.A. 12-1770a of the State of Kansas did exist and therefore the increment in ad valorem taxes for the Old Town Redevelopment District is collected on a yearly basis as defined in K.S.A. 12-1770a of the State of Kansas; and,

WHEREAS, the boundaries of the Old Town Redevelopment District are described in Exhibit "A" attached hereto;

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. The City of Wichita, Kansas, has adopted a budget estimating \$697,147 of increment funds in ad valorem taxes from the Old Town Redevelopment District (the current boundaries of the District are described in Exhibit "A" attached hereto).

SECTION 2. In accordance with Section 1 hereof, the City of Wichita, Kansas, hereby estimates the increment to be collected from ad valorem taxes produced from property located within the Old Town Redevelopment District at \$697,147 for the year beginning January 1, 2010, and ending December 31, 2010.

SECTION 3. The purpose of setting this increment is to pay the direct costs of infrastructure improvements within the Redevelopment District as defined in K.S.A. 12-1770a such costs being integral to the increased development and property valuation within the District, incurred between January 1, 2010, and December 31, 2010, including principal and interest due on special obligation bonds or full faith and credit tax increment bonds issued to finance in whole or in part operation and maintenance expenses and other expenses relating directly to infrastructure improvements within the Redevelopment District. The increment set herein is estimated based on assessment of the value of properties as reported by the Sedgwick County Appraiser's Office.

SECTION 4. That the Director of Finance of the City of Wichita, Kansas, is hereby directed to make proper certification of the increment estimated to be produced from ad valorem taxes that are to be levied in the Old Town Redevelopment District to the County Clerk of Sedgwick County, Kansas, in conformity with and as provided by law.

SECTION 5. This ordinance shall take effect and be in full force and effect from and after its passage and publication once in the official City paper.

PASSED by the governing body of the City of Wichita, Kansas, this 11th day of August, 2009.

Carl Brewer, Mayor

ATTEST: (SEAL)

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, City Attorney
Director of Law

EXHIBIT “A”

DESCRIPTION OF THE OLD TOWN REDEVELOPMENT DISTRICT (TIF DISTRICT #4)

Within the City of Wichita, Sedgwick County, Kansas, beginning at the intersection of 2nd Street North and Washington Avenue, thence south along the center line of Washington Avenue to the intersection of Washington Avenue and Douglas Avenue, thence west along the center line of Douglas Avenue to the intersection of Douglas Avenue and the Atchison, Topeka and Santa Fe Railway System, thence north along the center line of the Atchison, Topeka, and Santa Fe Railway System to the intersection of the Atchison, Topeka, and Santa Fe Railway System and 2nd Street North, thence east along the center line of 2nd Street North to the intersection of 2nd Street North and Washington Avenue, being the point of beginning.



THE OLD TOWN REDEVELOPMENT DISTRICT (TAX INCREMENT FINANCING DISTRICT #4)

ORDINANCE NO. _____

AN ORDINANCE MAKING AND FIXING GENERAL TAX LEVY FOR THE DOWNTOWN WICHITA SELF-SUPPORTED MUNICIPAL IMPROVEMENT DISTRICT FOR THE YEAR BEGINNING JANUARY 1, 2010, AND ENDING DECEMBER 31, 2010.

WHEREAS, the City of Wichita, Kansas, has established the Downtown Wichita Self-Supported Municipal Improvement District ("District") by Ordinance No. 44-895 under the authority of K.S.A. 12-1794, et seq., effective March 24, 2001, and the governing body of the City serves as the governing body of the District; and,

WHEREAS, on February 12, 2008, the City of Wichita, Kansas established the term of the District Ordinance to the year 2012, and then automatically for one more year, for each year the City adopts a District budget; and

WHEREAS, pursuant to K.S.A. 12-17,102, the governing body of the District is authorized to levy taxes annually within the District to carry out the purposes of the District; and

WHEREAS, the Downtown Wichita Self-Supported Municipal Improvement District Advisory Board has submitted a proposed budget to the governing body of the District as required by law;

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. The governing body of the Downtown Wichita Self-Supported Municipal Improvement District ("District") has adopted a budget requiring \$601,011 in general taxes to be levied for the fund of the District for the year 2010, which begins January 1, 2010, and ends December 31, 2010. The boundaries of the District are as follows:

Beginning at the east bank of the Arkansas River and the Kellogg Street Fly Over, eastward to Washington Street; North along Washington Street to Central Avenue; West along Central Avenue to its intersection with Greenway Boulevard; and along a line south through the War Memorial Park to the east bank of the Arkansas River; South along the east bank of the Arkansas River to the point of beginning at the Kellogg Street Fly Over, all in Wichita, Sedgwick County Kansas, EXCEPT AND EXCLUDING THEREFROM THE REAL PROPERTY DESCRIBED AS Lot 2, Emerson Addition to the City of Wichita, Sedgwick County, Kansas.

And as shown upon the map attached as Exhibit A and made a part of this ordinance.

SECTION 2. There is hereby levied by the governing body of the District on all taxable tangible property in the District, according to the estimated assessed valuation thereof, a mill

levy rate for the District, and said mill levy rate is subject to the actual determination of assessed valuation by the County Clerk. It is the intention of the City of Wichita to set a levy sufficient to raise the above amounts; PROVIDED, that said levy must remain within those limitations set by statute or ordinance.

SECTION 3. That in accordance with Section 2 hereof, there be and hereby is levied upon all the taxable property in the District, according to the assessed valuation thereof, the following amount for the use of the District, for the year 2010, which begins January 1, 2010, and ends December 31, 2010, to wit:

CALCULATION OF TAX DOLLARS TO BE LEVIED		
	<u>District</u>	<u>Mill Levy</u>
Assessed Valuation	\$100,959,566	
Taxes to be Levied:	\$601,011	5.953

SECTION 4. That the Director of Finance of the City of Wichita, Kansas, is hereby directed to make proper certification of the property taxes required in this ordinance to the County Clerk of Sedgwick County, Kansas, in conformity with and as provided by law.

SECTION 5. This ordinance shall take effect and be in full force and effect from and after its passage and publication once in the official City paper.

PASSED by the governing body of the City of Wichita, Kansas, this 11th day of August, 2009.

Carl Brewer, Mayor

ATTEST: (SEAL)

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, City Attorney
Director of Law

DESCRIPTION OF THE DOWNTOWN SELF-SUPPORTING MUNICIPAL IMPROVEMENT DISTRICT (SSMID)

Within the City of Wichita, Sedgwick County, Kansas, beginning at the east bank of the Arkansas River and the Kellogg Street Fly Over, eastward to Washington Street; north along Washington Street to Central Avenue; west along Central Avenue to its intersection with Greenway Boulevard; and along a line south through the War Memorial Park to the east bank of the Arkansas River; south along the east bank of the Arkansas River to the point of beginning at the Kellogg Street Fly Over, all in Wichita, Sedgwick County, Kansas, EXCEPT AND EXCLUDING THEREFROM THE REAL PROPERTY DESCRIBED AS Lot 2, Emerson Addition to the City of Wichita, Sedgwick County, Kansas.



**THE DOWNTOWN SELF-SUPPORTING MUNICIPAL
IMPROVEMENT DISTRICT (SSMID)**

(Published in The Wichita Eagle on July 31, 2009) 037002

ORDINANCE NO.

AN ORDINANCE MAKING AND FILING AN INCREMENT IN AD VALOREM TAXES FOR THE 21ST AND GROVE REDEVELOPMENT DISTRICT, CITY OF WICHITA, KANSAS, FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2010, AND ENDING DECEMBER 31, 2010.

WHEREAS, the City of Wichita, Kansas, has established a Redevelopment District designated as the 21st and Grove Redevelopment District under authority of K.S.A. 12-1770 *et seq.* of the State of Kansas; and,

WHEREAS, the City has by ordinance adopted a redevelopment plan for the 21st and Grove Redevelopment District, the District being created in 1995; and,

WHEREAS, the City found that the conditions defined in K.S.A. 12-1770a of the State of Kansas did exist and therefore the increment in ad valorem taxes for the 21st and Grove Redevelopment District is collected on a yearly basis as defined in K.S.A. 12-1770a of the State of Kansas; and,

WHEREAS, the City has by ordinance removed property and reduced the District boundaries, the District boundaries being modified in 2002; and,

WHEREAS, the boundaries of the 21st and Grove Redevelopment District are described in Exhibit "A" attached hereto;

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. The City of Wichita, Kansas, has adopted a budget estimating \$128,726 of increment funds in ad valorem taxes from the 21st and Grove Redevelopment District (the current boundaries of the District are described in Exhibit "A" attached hereto).

SECTION 2. In accordance with Section 1 hereof, the City of Wichita, Kansas, hereby estimates the increment to be collected from ad valorem taxes produced from property located within the 21st and Grove Redevelopment District at \$128,726 for the year beginning January 1, 2010, and ending December 31, 2010.

SECTION 3. The purpose of setting this increment is to pay the direct costs of infrastructure improvements within the Redevelopment District as defined in K.S.A. 12-1770a, such costs being integral to the increased development and property valuation within the District, incurred between January 1, 2010, and December 31, 2010, including principal and interest due on special obligation bonds or full faith and credit tax increment bonds issued to finance in whole or in part operation and maintenance expenses and other expenses relating directly to infrastructure improvements within the

Redevelopment District. The increment set herein is estimated based on assessment of the value of properties as reported by the Sedgwick County Appraiser's Office.

SECTION 4. That the Director of Finance of the City of Wichita, Kansas, is hereby directed to make proper certification of the increment estimated to be produced from ad valorem taxes that are to be levied in the 21st and Grove Redevelopment District to the County Clerk of Sedgwick County, Kansas, in conformity with and as provided by law.

SECTION 5. This ordinance shall take effect and be in full force and effect from and after its passage and publication once in the official City paper.

PASSED by the governing body of the City of Wichita, Kansas, this 11th day of August, 2009.

Carl Brewer, Mayor

ATTEST: (SEAL)

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, City Attorney
Director of Law

EXHIBIT “A”

DESCRIPTION OF THE 21ST AND GROVE REDEVELOPMENT DISTRICT (TIF DISTRICT #5)

Within the City of Wichita, Sedgwick County, Kansas, beginning at the intersection of East 21st Street North and Grove Avenue thence south along the center line of Grove Avenue to the intersection of Grove Avenue and Stadium Avenue, thence west along the center line of Stadium Drive to the intersection of Stadium Drive and Madison Avenue, thence south along the center line of Madison Avenue to the point adjacent to the southeast corner of Lot 6 Block A in the J Walter Ross 2nd Addition on Stadium Drive, thence west to the center line of Piatt Avenue, thence north along the center line of Piatt Avenue to the intersection of Piatt Avenue and 21st Street North, thence east along the center line of 21st Street North to a point adjacent to the southwest corner of Lot 1 in the Logopedics Addition on 21st Street North, thence north to the center line of 25th Street North, thence east along the center line of 25th Street North to the point adjacent to the northeast corner of Reserve “C” in the Logopedics Addition, thence south to the center line of 21st Street North, thence east along the center line of 21st Street North to the point of beginning.



THE 21ST AND GROVE REDEVELOPMENT DISTRICT (TAX INCREMENT FINANCING DISTRICT #5)

AN ORDINANCE AMENDING SECTION 16.14.040 OF THE CODE OF THE CITY OF WICHITA, KANSAS, RELATING TO THE SCHEDULE OF RATES FOR USERS OF THE SANITARY SEWER SYSTEM, AND REPEALING THE ORIGINAL OF SAID SECTION.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. Section 16.14.040 of the Code of the City of Wichita is amended to read as follows:

Schedule of Use Charges: Each user of the sewerage system of the City shall pay, for the use of such system, sewer charges at no less than monthly intervals based where possible upon the consumption of water by such user as recorded by the water meter or sewer meter serving the premises according to the classifications and schedule set forth in this section.

Where any commercial or industrial premises are connected with the City's sewerage system but are not served by the City's water utility system, the owner or occupant of such premises shall, at their own expense, install and maintain on such premises a water meter or meters of a type and at a location acceptable to the Director of Utilities of the City, which shall measure all water received on said premises from all sources, and the sewer services charge of said premises as prescribed in this section shall be based upon such meter recording. The City shall install equipment to automate the reading of said meters. The City shall charge a one time installation fee based upon meter size for the purpose of administrative and replacement costs. A sewage meter, as set forth in the following sub-section of this section, may be substituted for the water meter requirement.

SEWER SERVICE VOLUME BASE:

If a commercial or industrial user desires to establish eligibility for a sewer service volume base of less than one hundred percent (100%) of water consumption, said user must submit an application in writing to the Wichita Water Utility. Upon approval the customer shall authorize the City to install the following at the Customer's expense:

(a) A sewage meter acceptable to the Director of Utilities to measure the volume of liquid actually discharged into the sewerage system from their premises. The City may install devices to automate the reading process. The City will be responsible for calibration and maintenance to ensure the accuracy of the measurements. Selected meters shall be capable of measuring flows with a maximum deviation of less than ten percent from true discharge rates throughout the range of expected discharges. The City shall arrange for certified calibrations of the flow measurement devices at least once a year. Calibration records shall be maintained by the City for a period of five years. No meter shall be installed on wastewater discharged until approval has been obtained from the Director of Utilities or their duly authorized representative. Tampering with, injuring, or removing meters without written permission from the Director of Utilities or their duly authorized representative is prohibited. In the event a sewage meter is installed, the rate schedule

as set forth in this chapter shall be applied to the volume of sewage entering the sanitary sewer as measured by the meter. In the event of a meter malfunction, the City shall be responsible for repairs.

(b) In lieu of sewage meter(s), the user may request installation of auxiliary water meter(s) to measure the portion of water consumed which is diverted from entering the sanitary sewer. In the event an auxiliary water meter is installed, the volume of water metered by such meter(s) shall be deducted from the total volume of water consumed before the sewer service charge rate schedule is applied. The City may install meters and charge the customer for the meter, installation fees, and a monthly fee based on the size of the meter.

No credits for sewer use shall be given until the type and location of meters installed have been approved by the Director of Utilities or their duly authorized representative.

Sewer volume credits established in accordance with the provisions of this Section for commercial and industrial users shall be prospective only.

EXTRA STRENGTH CHARGE:

Sewage discharged to the sanitary sewer system from each industrial or commercial user shall be subject to an extra strength charge when the biochemical oxygen demand (BOD) concentration exceeds two hundred fifty milligrams per liter, the suspended solids (SS) exceeds a concentration of three hundred milligrams per liter, or the oil and grease concentration exceeds one hundred milligrams per liter, as determined by Environmental Protection Agency Methodology stipulated in 40 CFR Part 136 analysis procedures. Sample collection methodology will be as specified by the Director of Utilities. Extra strength charges shall be calculated according to the formula:

$$S = V (0.00832) (X(\text{BOD}-250) + Y(\text{SS}-300) + Z(\text{O\&G}-100))$$

Where:

S = Extra strength charge in dollars

V = Sewage volume in thousands of gallons

0.00832 = Conversion factor for thousands of gallons to million pounds

X = Applicable unit charge for BOD in dollars per pound from the schedule below

BOD = BOD strength index in parts per million by weight or mg/l

250 = Allowable BOD strength under normal volume charges in parts per million by weight or mg/l

Y = Applicable unit charge for suspended solids in dollars per pound from the schedule below

SS = Suspended solids strength index in parts per million by weight or mg/l

300 = Allowable suspended solids strength under normal volume charges in parts per million by weight or mg/l

Z = Applicable unit charge for oil and grease in dollars per pound from the schedule below

O&G = Oil and grease index in parts per million by weight or mg/l

100 = Allowable oil and grease under normal volume charges in parts per million by weight or mg/l

EXTRA STRENGTH UNIT CHARGES ESTABLISHED AS SHOWN IN SCHEDULE BELOW:

Inside City	Charge Per Pound <u>2010 & Beyond</u>
BOD	\$0.1369
Suspended Solids	0.0911
Grease	1.7772

Outside City

BOD	\$0.2191
Suspended Solids	0.1458
Grease	2.8436

TOXIC POLLUTANT CHARGE:

Discharging of any toxic pollutants is prohibited under City Code Section 17.20.060. If any such waters or wastes enter into the municipal sewer system which cause an increase in the cost of managing the effluent or the sludge from the City's treatment plants and/or collection system, the discharger shall pay for the increased costs, and will be subject to the penalties ascribed in Chapter 17.20.

WASTEWATER ANALYSIS:

Samples and measurements will be taken by the City, as required by the Director of Utilities or their authorized representative. The strength of the sewage discharge by the industrial or commercial user will be determined by the analyses of said samples.

The user, at their expense, may be required at the sole discretion of the Director of Utilities to provide monitoring and flow measurement facilities which coincide at the point at which effluent limits apply. Sampling locations must be safe, convenient, and accessible to the industrial user and Wichita Water Utilities personnel.

If any industrial or commercial user chooses not to accept the analytical determination made by the City for a billing period, such user shall, prior to the date on which payment of the charges for such billing is due, notify the Director of Utilities in writing and, at their sole expense, employ an independent laboratory which is certified by the Kansas Department of Health and Environment and acceptable to the Director of Utilities, to conduct sampling and analysis of their sewage.

The time period, location, and method for the collection of the samples shall be designated by the City. The City and the independent laboratory shall both preside over the collection of the samples and shall equally divide the samples so that duplicate analysis may be performed.

If results of the analysis of the sewage sample made by both the City and the independent laboratory are not comparable, the Director of Utilities may appoint a second independent laboratory certified by the Kansas Department of Health and Environment to analyze the sewage. The sampling procedures used will be the same as those outlined above. The results of these analyses, together with the previous results, shall be used to determine the actual extra strength charges for the subject billing period.

The fee for the second independent laboratory analyses shall be paid for by the user.

MONITORING CHARGE:

When regulations, Federal, State or City, require monitoring of the waste from an industry, that industry shall pay a monitoring charge.

The monitoring charge shall consist of all costs for personnel, material and equipment used to collect and analyze samples from the user's wastewater. The exact charge shall be based on actual costs and shall be determined by the Director of Utilities.

REVIEW OF USER CHARGE RATE STRUCTURE:

The user charge rate schedule of the City shall be reviewed and adjusted at least biennially to:

(a) Maintain the proportional distribution of operation, maintenance and replacement costs among user classes.

(b) Provide adequate revenues to cover operation, maintenance and replacement and debt service costs.

SEWER RATES AND CHARGES

On and after January 1, 2010, the schedule of rates and charges as set forth below shall apply to all categories of sewer customers.

Inside City Rates

A. Base Service Charges

Monthly charges based on water meter size

<u>Size</u>	<u>2010 & Beyond</u>
5/8 inch	\$ 4.32
3/4 inch	4.73
1 inch	5.99
1 1/2 inch	7.76
2 inch	12.46
3 inch	47.30
4 inch	60.17
6 inch	90.29
8 inch	124.66
10 inch	146.17
12 inch	193.46

B. Volume Charges (per 1,000 gallons of metered water consumption)

<u>Rate/thousand gallons</u>
<u>2010 & Beyond</u>
\$2.08

Outside City Rate

A. Base Service Charges

Monthly charges based on water meter size

<u>Size</u>	<u>2010 & Beyond</u>
5/8 inch	\$6.90
3/4 inch	7.56
1 inch	9.58
1 1/2 inch	12.42
2 inch	19.94
3 inch	75.68
4 inch	96.26
6 inch	144.46
8 inch	199.45
10 inch	233.87
12 inch	309.54

B. Volume Charges (per 1,000 gallons of metered water consumption)

<u>Rate/thousand gallons</u> <u>2010 & Beyond</u>
\$3.33

C. Flat Rate Charges

Inside City

Monthly rates as at set forth below
shall apply to all customers without
water or sewer meters.

\$18.81

Outside City

Monthly rates as at set forth below
shall apply to all customers without
water or sewer meters.

\$30.09

D. WHOLESALE RATES

Monthly, per 1,000 gallons	\$1.52
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All users subject to sewer charges shall be subject to the provisions of this chapter.

GOVERNMENT MILITARY FACILITIES LOCATED OUTSIDE THE CITY: Government military facilities located outside the city of Wichita shall be charged inside city rates for sewer service.

SECTION 2. The original of Section 16.14.040 is hereby repealed.

SECTION 3. This ordinance shall take effect and be in force on and after January 1, 2010, and upon publication once in the official City paper.

ADOPTED at Wichita, Kansas, this _____ day of _____, 2009.

Carl Brewer, Mayor
City of Wichita

ATTEST:

Karen Sublett,
City Clerk

Approved as to Form:

Gary E. Rebenstorf,
Director of Law

AN ORDINANCE AMENDING SECTION 17.12.090 AS AMENDED BY ORDINANCE NO. 48-324 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO SCHEDULE OF RATES AND CHARGES FOR WATER SERVICE, AND REPEALING THE ORIGINAL OF SAID SECTION.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. Section 17.12.090, as amended by Ordinance No. 48-324, of the Code of the City of Wichita is hereby amended to read as follows:

WATER RATES AND CHARGES. On and after January 1, 2010, the schedule of rates and charges as set forth below shall apply to all categories of water customers with metered, flat rate or fire protection services:

I. MINIMUM WATER SERVICE CHARGES

Minimum water service charges per monthly billing period, based on water service sizes, shall be assessed to all customers who have service availability at any time during a billing period as shown below. An individual is deemed to have service available if the private water service system, at the individual's residence or business, has been connected to the City of Wichita's water system at any time during a billing period. The minimum charge is to be applied regardless of whether or not any water volume passed from the City to private water systems during a billing period. Water service connections deemed inactive by the Director of Water & Sewer shall not be assessed minimum water service charges.

A. METERED WATER SERVICES

INSIDE CITY

MINIMUM MONTHLY

<u>WATER METER SIZES</u>	<u>2010 & Beyond</u>
5/8 inch	\$ 9.63
3/4 inch	9.69
1 inch	9.90
1 1/2 inch	10.18

2 inch	10.93
3 inch	16.56
4 inch	18.65
6 inch	23.51
8 inch	29.07
10 inch	32.56
12 inch	40.20

OUTSIDE CITY & WHOLESALE METERED WATER SERVICES

MINIMUM MONTHLY

<u>WATER METER SIZES</u>	<u>2010 & Beyond</u>
5/8 inch	\$ 15.41
3/4 inch	15.50
1 inch	15.83
1 1/2 inch	16.28
2 inch	17.48
3 inch	26.50
4 inch	29.85
6 inch	37.62
8 inch	46.51
10 inch	52.09
12 inch	64.32
16 inch	169.29

B. FLAT RATE/UNMETERED MONTHLY CHARGES

2010 & Beyond
\$ 15.48

C. FIRE PROTECTION MONTHLY CHARGES

INSIDE CITY

MINIMUM MONTHLY

<u>WATER METER SIZES</u>	<u>2010 & Beyond</u>
5/8 inch	\$ 2.96
3/4 inch	2.99
1 inch	3.10
1 1/2 inch	3.31
2 inch	3.83
3 inch	7.55
4 inch	8.95

6 inch	12.19
8 inch	15.87
10 inch	18.17
12 inch	23.26

OUTSIDE CITY

MINIMUM MONTHLY

<u>WATER METER SIZES</u>	<u>2010 & Beyond</u>
5/8 inch	\$ 4.72
3/4 inch	4.78
1 inch	4.96
1 1/2 inch	5.31
2 inch	6.13
3 inch	12.09
4 inch	14.32
6 inch	19.51
8 inch	25.40
10 inch	29.08
12 inch	37.23

II. WATER VOLUME CHARGES

Charges for any volume of water passing from the City of Wichita water system to a private water system shall be billed to the individual residing at the residence or business. Volume charges shall not apply to flat rate services which have been properly established with the Wichita Water Utilities.

A. AVERAGE WINTER CONSUMPTION

Average winter consumption (AWC) shall be defined as the arithmetic mean of monthly consumption computed by adding the metered consumption on bills rendered during the months of December, January, February, and March and then dividing this sum by the number of billings rendered during these same months. Each customer's AWC shall be recalculated in April of each year. Metered consumption charges for the ensuing twelve months shall be computed utilizing the AWC as calculated each April, apportioning usage among the applicable rate blocks as designated below. In those instances where no consumption data exists for the calculation of an AWC for particular customers, the Director of Utilities shall determine the most appropriate method of establishing average winter consumptions for such circumstances. The minimum monthly AWC for any metered service sized one (1) inch or less shall be 6,000 gallons. If a billing period of greater than one month (defined as days of service within twenty eight to thirty

one day) is used, the actual or minimum AWC shall be adjusted accordingly on a daily basis.

B. RETAIL VOLUME CHARGES

INSIDE CITY

Rates Per
1,000 Gallons
2010 & Beyond

Block 1: Metered Consumption Through
110% of AWC

\$ 1.23

Block 2: Metered Consumption Between
111% and 310% of AWC and
from Fire Services

\$ 4.67

Block 3: Metered Consumption Above
310% of AWC

\$ 7.02

OUTSIDE CITY

Rates Per
1,000 Gallons
2010 & Beyond

Block 1: Metered Consumption Through
110% of AWC

\$ 1.97

Block 2: Metered Consumption Between
111% and 310% of AWC and
from Fire Services

\$ 7.48

Block 3: Metered Consumption Above
310% of AWC

\$ 11.24

C. RETAIL VOLUME CONSERVATION CONTRACT RATES

In order to obtain significant reductions in customers' annual water use, through more efficient use of Wichita's water resources, the Director of Utilities is empowered to negotiate and execute contracts with retail customers which provides for a significant annual water savings by customers in return for charging all water use at the retail volume conservation contract rate. The Director of Utilities is further empowered to establish such rules and regulations in contract terms as may be necessary to most equitably carry out the intent of this section. Rules and

regulations shall be promulgated based on the needs of the City of Wichita as demonstrated in its water conservation plan and programs to address the requirements of the State of Kansas. In all circumstances, customers seeking to qualify for the conservation contract rate must make written application to the Director of Utilities, detailing methods to be employed to conserve water, the time frame for implementing such conservation methods and the expected annual water savings in gallons per year to be derived from implementing such conservation plans. Each January, customers who have entered into conservation contract rate agreements shall report the results of their conservation initiatives to the Director of Utilities. If the Director of Utilities determines that any customer did not meet the goal, then a billing will be rendered to the customer to reconcile charges for the proportion of the customer's prior year total annual consumption volume that did not qualify for the retail conservation contract rate as determined by the formula below:

$$(\text{PRIOR YEAR'S RETAIL VOLUME CHARGE BLOCK 2 RATE} - \text{PRIOR YEAR'S RETAIL VOLUME CONSERVATION CONTRACT RATE}) \times ((\text{PRIOR YEAR'S ANNUAL WATER USE}/1,000) \times (1 - (\text{PRIOR YEAR'S ACTUAL ANNUAL GALLONS OF WATER SAVED} / \text{PRIOR YEAR'S PROJECTED ANNUAL GALLONS OF WATER SAVED})))$$

Customers exceeding their water conservation goals may use such excess savings in gallons as a credit toward the next year's water savings goal. This rate shall only be made available to customers who can demonstrate potential water savings that would be considered economically significant to the City of Wichita as determined by the Director of Utilities.

INSIDE CITY CONSERVATION CONTRACT RATE

Rates Per
1,000 Gallons
2010 & Beyond

Block 1: All Metered Consumption	\$ 2.36
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OUTSIDE CITY CONSERVATION CONTRACT RATE

Rates Per
1,000 Gallons
2010 & Beyond

Block 1: All Metered Consumption	\$ 3.78
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D. WHOLESALE VOLUME RATES

	<u>Rates Per</u> <u>1,000 Gallons</u> <u>2010 & Beyond</u>
Block 1: Metered Consumption Through 110% of AWC	\$ 1.32
Block 2: Metered Consumption Between 111% and 310% of AWC and from Fire Services	\$ 6.84
Block 3: Metered Consumption Above 310% of AWC.	\$ 10.22

E. UNIFORM WHOLESALE VOLUME RATES

	<u>Rates Per</u> <u>1,000 Gallons</u> <u>2010 & Beyond</u>
All Metered Consumption	\$ 1.73

F. NON POTABLE VOLUME RATES

	<u>Rates Per</u> <u>1,000 Gallons</u> <u>2010 & Beyond</u>
All Metered Consumption	\$.85

III. ASSOCIATION OF LAWN SERVICES

In all cases where practical and appropriate, lawn service accounts shall be associated with the primary service account at a particular service location. The individual consumption amounts for the primary service account and the lawn service accounts shall be added together and the total consumption for the billing period shall be allocated to the appropriate water volume charge rate blocks and volume charges calculated therefor. The consumption as recorded on billings rendered in the months of December, January, February and March for both the primary and lawn service accounts shall be used to calculate the average winter consumption used in apportioning water usage among the volume rate blocks whenever lawn service accounts are associated with primary service accounts.

IV. LATE CHARGES

An amount equal to one and one-half percent of the unpaid balance will be added to all bills not paid within twenty-five (25) days of the date of issuance.

V. MISCELLANEOUS CHARGES

When termination of water service has been ordered by the department for any cause, the customer shall be charged the sum of thirteen (\$13.00) dollars to cover costs of arranging such termination. In instances where the service is actually terminated and later reinstated, the customer shall be charged an additional thirteen (\$13.00) dollars to cover costs of reinstating the service.

If a customer requests inspection and testing of a meter a testing fee shall be paid. If upon such examination and test conducted in the presence of the customer, or the customer's representative, the meter is found to be inaccurate according to the standards of the American Water Works Association, a meter will be substituted and the adjustment of the water bill for the preceding billing period shall include a credit for the testing fee.

Where water service is turned on and shut off in a period of less than one billing period, the billing shall be computed as if service was rendered for an entire billing period. Any customer desiring to discontinue water service temporarily must make request therefor at the office of the department not less than two working days prior to the date on which the service is desired to be discontinued. After the effective date of such discontinuance, all charges for such water and water service shall cease for the period during which the service shall be shut off; provided, that the period of such discontinuance shall not be less than thirty days.

A fee of thirteen (\$13.00) dollars shall be required for the disconnection of a lawn service when the customer of record requests disconnection without concurrently requesting disconnection of the associated service account at the service location. An additional fee of thirteen (\$13.00) dollars shall be required for the reconnection of the lawn service at the same location.

Other charges and billing for special services, such as but not limited to account origination fees, damages and/or vandalism to Utility infrastructure and appurtenances, etc., shall be determined by the Director of Utilities and subject to review and change at any time.

VI. GOVERNMENT MILITARY FACILITIES LOCATED OUTSIDE THE CITY

Government military facilities located outside the City of Wichita shall be charged inside city rates for water service.

SECTION 2. The original of Section 17.12.090, as amended by Ordinance No. 48-324, is hereby repealed.

SECTION 3. This ordinance shall take effect and be in force on and after January 1, 2010, and upon publication once in the official City paper.

ADOPTED at Wichita, Kansas, this ____ day of _____, 2009.

Carl Brewer, Mayor
City of Wichita

ATTEST:

Karen Sublett,
City Clerk

Approved as to Form:

Gary E. Rebenstorf,
Director of Law

AN ORDINANCE AMENDING SECTION 16.14.040 OF THE CODE OF THE CITY OF WICHITA, KANSAS, RELATING TO THE SCHEDULE OF RATES FOR USERS OF THE SANITARY SEWER SYSTEM, AND REPEALING THE ORIGINAL OF SAID SECTION.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

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Schedule of Use Charges: Each user of the sewerage system of the City shall pay, for the use of such system, sewer charges at no less than monthly intervals based where possible upon the consumption of water by such user as recorded by the water meter or sewer meter serving the premises according to the classifications and schedule set forth in this section.

Where any commercial or industrial premises are connected with the City's sewerage system but are not served by the City's water utility system, the owner or occupant of such premises shall, at their own expense, install and maintain on such premises a water meter or meters of a type and at a location acceptable to the Director of Utilities of the City, which shall measure all water received on said premises from all sources, and the sewer services charge of said premises as prescribed in this section shall be based upon such meter recording. The City shall install equipment to automate the reading of said meters. The City shall charge a one time installation fee based upon meter size for the purpose of administrative and replacement costs. A sewage meter, as set forth in the following sub-section of this section, may be substituted for the water meter requirement.

SEWER SERVICE VOLUME BASE:

If a commercial or industrial user desires to establish eligibility for a sewer service volume base of less than one hundred percent (100%) of water consumption, said user must submit an application in writing to the Wichita Water Utility. Upon approval the customer shall authorize the City to install the following at the Customer's expense:

(a) A sewage meter acceptable to the Director of Utilities to measure the volume of liquid actually discharged into the sewerage system from their premises. The City may install devices to automate the reading process. The City will be responsible for calibration and maintenance to ensure the accuracy of the measurements. Selected meters shall be capable of measuring flows with a maximum deviation of less than ten percent from true discharge rates throughout the range of expected discharges. The City shall arrange for certified calibrations of the flow measurement devices at least once a year. Calibration records shall be maintained by the City for a period of five years. No meter shall be installed on wastewater discharged until approval has been obtained from the Director of Utilities or their duly authorized representative. Tampering with, injuring, or removing meters without written permission from the Director of Utilities or their duly authorized representative is prohibited. In the event a sewage meter is installed, the rate schedule as set forth in this chapter shall be applied to the volume of sewage entering the sanitary sewer as measured

by the meter. In the event of a meter malfunction, the City shall be responsible for repairs.

(b) In lieu of sewage meter(s), the user may request installation of auxiliary water meter(s) to measure the portion of water consumed which is diverted from entering the sanitary sewer. In the event an auxiliary water meter is installed, the volume of water metered by such meter(s) shall be deducted from the total volume of water consumed before the sewer service charge rate schedule is applied. The City may install meters and charge the customer for the meter, installation fees, and a monthly fee based on the size of the meter.

No credits for sewer use shall be given until the type and location of meters installed have been approved by the Director of Utilities or their duly authorized representative.

Sewer volume credits established in accordance with the provisions of this Section for commercial and industrial users shall be prospective only.

EXTRA STRENGTH CHARGE:

Sewage discharged to the sanitary sewer system from each industrial or commercial user shall be subject to an extra strength charge when the biochemical oxygen demand (BOD) concentration exceeds two hundred fifty milligrams per liter, the suspended solids (SS) exceeds a concentration of three hundred milligrams per liter, or the oil and grease concentration exceeds one hundred milligrams per liter, as determined by Environmental Protection Agency Methodology stipulated in 40 CFR Part 136 analysis procedures. Sample collection methodology will be as specified by the Director of Utilities. Extra strength charges shall be calculated according to the formula:

$$S = V (0.00832) (X(\text{BOD}-250) + Y(\text{SS}-300) + Z(\text{O\&G}-100))$$

Where:

S = Extra strength charge in dollars

V = Sewage volume in thousands of gallons

0.00832 = Conversion factor for thousands of gallons to million pounds

X = Applicable unit charge for BOD in dollars per pound from the schedule below

BOD = BOD strength index in parts per million by weight or mg/l

250 = Allowable BOD strength under normal volume charges in parts per million by weight or mg/l

Y = Applicable unit charge for suspended solids in dollars per pound from the schedule below

SS = Suspended solids strength index in parts per million by weight or mg/l

300 = Allowable suspended solids strength under normal volume charges in parts per million by weight or mg/l

Z = Applicable unit charge for oil and grease in dollars per pound from the schedule below

O&G = Oil and grease index in parts per million by weight or mg/l

100 = Allowable oil and grease under normal volume charges in parts per million by weight or mg/l

EXTRA STRENGTH UNIT CHARGES ESTABLISHED AS SHOWN IN SCHEDULE BELOW:

Inside City	Charge Per Pound <u>2010 & Beyond</u>
BOD	\$0.1369
Suspended Solids	0.0911
Grease	1.7772

Outside City

BOD	\$0.2191
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Grease	2.8436

TOXIC POLLUTANT CHARGE:

Discharging of any toxic pollutants is prohibited under City Code Section 17.20.060. If any such waters or wastes enter into the municipal sewer system which cause an increase in the cost of managing the effluent or the sludge from the City's treatment plants and/or collection system, the discharger shall pay for the increased costs, and will be subject to the penalties ascribed in Chapter 17.20.

WASTEWATER ANALYSIS:

Samples and measurements will be taken by the City, as required by the Director of Utilities or their authorized representative. The strength of the sewage discharge by the industrial or commercial user will be determined by the analyses of said samples.

The user, at their expense, may be required at the sole discretion of the Director of Utilities to provide monitoring and flow measurement facilities which coincide at the point at which effluent limits apply. Sampling locations must be safe, convenient, and accessible to the industrial user and Wichita Water Utilities personnel.

If any industrial or commercial user chooses not to accept the analytical determination made by the City for a billing period, such user shall, prior to the date on which payment of the charges for such billing is due, notify the Director of Utilities in writing and, at their sole expense, employ an independent laboratory which is certified by the Kansas Department of Health and Environment and acceptable to the Director of Utilities, to conduct sampling and analysis of their sewage.

The time period, location, and method for the collection of the samples shall be designated by the City. The City and the independent laboratory shall both preside over the collection of the samples and shall equally divide the samples so that duplicate analysis may be performed.

If results of the analysis of the sewage sample made by both the City and the independent laboratory are not comparable, the Director of Utilities may appoint a second independent laboratory certified by the Kansas Department of Health and Environment to analyze the sewage. The sampling procedures used will be the same as those outlined above. The results of these analyses, together with the previous results, shall be used to determine the actual extra strength charges for the subject billing period. The fee for the second independent laboratory analyses shall be paid for by the user.

MONITORING CHARGE:

When regulations, Federal, State or City, require monitoring of the waste from an industry, that industry shall pay a monitoring charge.

The monitoring charge shall consist of all costs for personnel, material and equipment used to collect and analyze samples from the user's wastewater. The exact charge shall be based on actual costs and shall be determined by the Director of Utilities.

REVIEW OF USER CHARGE RATE STRUCTURE:

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(a) Maintain the proportional distribution of operation, maintenance and replacement costs among user classes.

(b) Provide adequate revenues to cover operation, maintenance and replacement and debt service costs.

SEWER RATES AND CHARGES

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Inside City Rates**A. Base Service Charges**

Monthly charges based on water meter size

<u>Size</u>	<u>2010 & Beyond</u>
5/8 inch	\$ 4.32
3/4 inch	4.73
1 inch	5.99
1 1/2 inch	7.76
2 inch	12.46
3 inch	47.30
4 inch	60.17
6 inch	90.29
8 inch	124.66
10 inch	146.17
12 inch	193.46

B. Volume Charges (per 1,000 gallons of metered water consumption)

Rate/thousand gallons
2010 & Beyond

\$2.08

Outside City Rate

A. Base Service Charges

Monthly charges based on water meter size

<u>Size</u>	<u>2010 & Beyond</u>
5/8 inch	\$6.90
3/4 inch	7.56
1 inch	9.58
1 1/2 inch	12.42
2 inch	19.94
3 inch	75.68
4 inch	96.26
6 inch	144.46
8 inch	199.45
10 inch	233.87
12 inch	309.54

B. Volume Charges (per 1,000 gallons of metered water consumption)

<u>Rate/thousand gallons</u> <u>2010 & Beyond</u>
\$3.33

C. Flat Rate Charges

Inside City

Monthly rates as at set forth below
shall apply to all customers without
water or sewer meters.

\$18.81

Outside City

Monthly rates as at set forth below
shall apply to all customers without
water or sewer meters.

\$30.09

D. WHOLESALE RATES

Monthly, per 1,000 gallons	\$1.52
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All users subject to sewer charges shall be subject to the provisions of this chapter.

GOVERNMENT MILITARY FACILITIES LOCATED OUTSIDE THE CITY: Government military facilities located outside the city of Wichita shall be charged inside city rates for sewer service.

SECTION 2. The original of Section 16.14.040 is hereby repealed.

SECTION 3. This ordinance shall take effect and be in force on and after January 1, 2010, and upon publication once in the official City paper.

ADOPTED at Wichita, Kansas, this 18th day of August , 2009.

Carl Brewer, Mayor
City of Wichita

ATTEST:

Karen Sublett,
City Clerk

Approved as to Form:

Gary E. Rebenstorf,
Director of Law

AN ORDINANCE AMENDING SECTION 17.12.090 AS AMENDED BY ORDINANCE NO. 48-324 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO SCHEDULE OF RATES AND CHARGES FOR WATER SERVICE, AND REPEALING THE ORIGINAL OF SAID SECTION.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. Section 17.12.090, as amended by Ordinance No. 48-324, of the Code of the City of Wichita is hereby amended to read as follows:

WATER RATES AND CHARGES. On and after January 1, 2010, the schedule of rates and charges as set forth below shall apply to all categories of water customers with metered, flat rate or fire protection services:

I. MINIMUM WATER SERVICE CHARGES

Minimum water service charges per monthly billing period, based on water service sizes, shall be assessed to all customers who have service availability at any time during a billing period as shown below. An individual is deemed to have service available if the private water service system, at the individual's residence or business, has been connected to the City of Wichita's water system at any time during a billing period. The minimum charge is to be applied regardless of whether or not any water volume passed from the City to private water systems during a billing period. Water service connections deemed inactive by the Director of Water & Sewer shall not be assessed minimum water service charges.

A. METERED WATER SERVICES

INSIDE CITY

MINIMUM MONTHLY

<u>WATER METER SIZES</u>	<u>2010 & Beyond</u>
5/8 inch	\$ 9.63
3/4 inch	9.69
1 inch	9.90
1 1/2 inch	10.18

2 inch	10.93
3 inch	16.56
4 inch	18.65
6 inch	23.51
8 inch	29.07
10 inch	32.56
12 inch	40.20

OUTSIDE CITY & WHOLESALE METERED WATER SERVICES

MINIMUM MONTHLY

<u>WATER METER SIZES</u>	<u>2010 & Beyond</u>
5/8 inch	\$ 15.41
3/4 inch	15.50
1 inch	15.83
1 1/2 inch	16.28
2 inch	17.48
3 inch	26.50
4 inch	29.85
6 inch	37.62
8 inch	46.51
10 inch	52.09
12 inch	64.32
16 inch	169.29

B. FLAT RATE/UNMETERED MONTHLY CHARGES

2010 & Beyond
\$ 15.48

C. FIRE PROTECTION MONTHLY CHARGES

INSIDE CITY

MINIMUM MONTHLY

<u>WATER METER SIZES</u>	<u>2010 & Beyond</u>
5/8 inch	\$ 2.96
3/4 inch	2.99
1 inch	3.10
1 1/2 inch	3.31
2 inch	3.83
3 inch	7.55
4 inch	8.95

6 inch	12.19
8 inch	15.87
10 inch	18.17
12 inch	23.26

OUTSIDE CITY

MINIMUM MONTHLY

<u>WATER METER SIZES</u>	<u>2010 & Beyond</u>
5/8 inch	\$ 4.72
3/4 inch	4.78
1 inch	4.96
1 1/2 inch	5.31
2 inch	6.13
3 inch	12.09
4 inch	14.32
6 inch	19.51
8 inch	25.40
10 inch	29.08
12 inch	37.23

II. WATER VOLUME CHARGES

Charges for any volume of water passing from the City of Wichita water system to a private water system shall be billed to the individual residing at the residence or business. Volume charges shall not apply to flat rate services which have been properly established with the Wichita Water Utilities.

A. AVERAGE WINTER CONSUMPTION

Average winter consumption (AWC) shall be defined as the arithmetic mean of monthly consumption computed by adding the metered consumption on bills rendered during the months of December, January, February, and March and then dividing this sum by the number of billings rendered during these same months. Each customer's AWC shall be recalculated in April of each year. Metered consumption charges for the ensuing twelve months shall be computed utilizing the AWC as calculated each April, apportioning usage among the applicable rate blocks as designated below. In those instances where no consumption data exists for the calculation of an AWC for particular customers, the Director of Utilities shall determine the most appropriate method of establishing average winter consumptions for such circumstances. The minimum monthly AWC for any metered service sized one (1) inch or less shall be 6,000 gallons. If a billing period of greater than one month (defined as days of service within twenty eight to thirty

one day) is used, the actual or minimum AWC shall be adjusted accordingly on a daily basis.

B. RETAIL VOLUME CHARGES

INSIDE CITY

Rates Per
1,000 Gallons
2010 & Beyond

Block 1: Metered Consumption Through
110% of AWC

\$ 1.23

Block 2: Metered Consumption Between
111% and 310% of AWC and
from Fire Services

\$ 4.67

Block 3: Metered Consumption Above
310% of AWC

\$ 7.02

OUTSIDE CITY

Rates Per
1,000 Gallons
2010 & Beyond

Block 1: Metered Consumption Through
110% of AWC

\$ 1.97

Block 2: Metered Consumption Between
111% and 310% of AWC and
from Fire Services

\$ 7.48

Block 3: Metered Consumption Above
310% of AWC

\$ 11.24

C. RETAIL VOLUME CONSERVATION CONTRACT RATES

In order to obtain significant reductions in customers' annual water use, through more efficient use of Wichita's water resources, the Director of Utilities is empowered to negotiate and execute contracts with retail customers which provides for a significant annual water savings by customers in return for charging all water use at the retail volume conservation contract rate. The Director of Utilities is further empowered to establish such rules and regulations in contract terms as may be necessary to most equitably carry out the intent of this section. Rules and

regulations shall be promulgated based on the needs of the City of Wichita as demonstrated in its water conservation plan and programs to address the requirements of the State of Kansas. In all circumstances, customers seeking to qualify for the conservation contract rate must make written application to the Director of Utilities, detailing methods to be employed to conserve water, the time frame for implementing such conservation methods and the expected annual water savings in gallons per year to be derived from implementing such conservation plans. Each January, customers who have entered into conservation contract rate agreements shall report the results of their conservation initiatives to the Director of Utilities. If the Director of Utilities determines that any customer did not meet the goal, then a billing will be rendered to the customer to reconcile charges for the proportion of the customer's prior year total annual consumption volume that did not qualify for the retail conservation contract rate as determined by the formula below:

$$(\text{PRIOR YEAR'S RETAIL VOLUME CHARGE BLOCK 2 RATE} - \text{PRIOR YEAR'S RETAIL VOLUME CONSERVATION CONTRACT RATE}) \times ((\text{PRIOR YEAR'S ANNUAL WATER USE}/1,000) \times (1 - (\text{PRIOR YEAR'S ACTUAL ANNUAL GALLONS OF WATER SAVED} / \text{PRIOR YEAR'S PROJECTED ANNUAL GALLONS OF WATER SAVED})))$$

Customers exceeding their water conservation goals may use such excess savings in gallons as a credit toward the next year's water savings goal. This rate shall only be made available to customers who can demonstrate potential water savings that would be considered economically significant to the City of Wichita as determined by the Director of Utilities.

INSIDE CITY CONSERVATION CONTRACT RATE

Rates Per
1,000 Gallons
2010 & Beyond

Block 1: All Metered Consumption	\$ 2.36
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OUTSIDE CITY CONSERVATION CONTRACT RATE

Rates Per
1,000 Gallons
2010 & Beyond

Block 1: All Metered Consumption	\$ 3.78
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D. WHOLESALE VOLUME RATES

	<u>Rates Per</u> <u>1,000 Gallons</u> <u>2010 & Beyond</u>
Block 1: Metered Consumption Through 110% of AWC	\$ 1.32
Block 2: Metered Consumption Between 111% and 310% of AWC and from Fire Services	\$ 6.84
Block 3: Metered Consumption Above 310% of AWC.	\$ 10.22

E. UNIFORM WHOLESALE VOLUME RATES

	<u>Rates Per</u> <u>1,000 Gallons</u> <u>2010 & Beyond</u>
All Metered Consumption	\$ 1.73

F. NON POTABLE VOLUME RATES

	<u>Rates Per</u> <u>1,000 Gallons</u> <u>2010 & Beyond</u>
All Metered Consumption	\$.85

III. ASSOCIATION OF LAWN SERVICES

In all cases where practical and appropriate, lawn service accounts shall be associated with the primary service account at a particular service location. The individual consumption amounts for the primary service account and the lawn service accounts shall be added together and the total consumption for the billing period shall be allocated to the appropriate water volume charge rate blocks and volume charges calculated therefor. The consumption as recorded on billings rendered in the months of December, January, February and March for both the primary and lawn service accounts shall be used to calculate the average winter consumption used in apportioning water usage among the volume rate blocks whenever lawn service accounts

are associated with primary service accounts.

IV. LATE CHARGES

An amount equal to one and one-half percent of the unpaid balance will be added to all bills not paid within twenty-five (25) days of the date of issuance.

V. MISCELLANEOUS CHARGES

When termination of water service has been ordered by the department for any cause, the customer shall be charged the sum of thirteen (\$13.00) dollars to cover costs of arranging such termination. In instances where the service is actually terminated and later reinstated, the customer shall be charged an additional thirteen (\$13.00) dollars to cover costs of reinstating the service.

If a customer requests inspection and testing of a meter a testing fee shall be paid. If upon such examination and test conducted in the presence of the customer, or the customer's representative, the meter is found to be inaccurate according to the standards of the American Water Works Association, a meter will be substituted and the adjustment of the water bill for the preceding billing period shall include a credit for the testing fee.

Where water service is turned on and shut off in a period of less than one billing period, the billing shall be computed as if service was rendered for an entire billing period. Any customer desiring to discontinue water service temporarily must make request therefor at the office of the department not less than two working days prior to the date on which the service is desired to be discontinued. After the effective date of such discontinuance, all charges for such water and water service shall cease for the period during which the service shall be shut off; provided, that the period of such discontinuance shall not be less than thirty days.

A fee of thirteen (\$13.00) dollars shall be required for the disconnection of a lawn service when the customer of record requests disconnection without concurrently requesting disconnection of the associated service account at the service location. An additional fee of thirteen (\$13.00) dollars shall be required for the reconnection of the lawn service at the same location.

Other charges and billing for special services, such as but not limited to account origination fees, damages and/or vandalism to Utility infrastructure and appurtenances, etc., shall

be determined by the Director of Utilities and subject to review and change at any time.

VI. GOVERNMENT MILITARY FACILITIES LOCATED OUTSIDE THE CITY

Government military facilities located outside the City of Wichita shall be charged inside city rates for water service.

SECTION 2. The original of Section 17.12.090, as amended by Ordinance No. 48-324, is hereby repealed.

SECTION 3. This ordinance shall take effect and be in force on and after January 1, 2010, and upon publication once in the official City paper.

ADOPTED at Wichita, Kansas, this 18th day of August, 2009.

Carl Brewer, Mayor
City of Wichita

ATTEST:

Karen Sublett,
City Clerk

Approved as to Form:

Gary E. Rebenstorf,
Director of Law

RESOLUTION NO. 09-260

A RESOLUTION OF THE CITY OF WICHITA, KANSAS DECLARING A FINANCIAL EMERGENCY AND NEED FOR BUDGET-REQUIRED FURLOUGHS AND LAYOFFS.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WICHITA, KANSAS:

SECTION 1. The United States has been in a recession since December 2007 as defined by the National Bureau of Economic Research, with Gross Domestic Product declining 5.4% in the fourth quarter 2008, 4.6% in the first quarter of 2009 and .8% in the second quarter of 2009.

SECTION 2. Economic activity in the City of Wichita typically lags activity in the United States, and over 15,000 aircraft workers have been laid off from area manufacturers during this downturn.

SECTION 3. The State of Kansas Legislature reduced in the 2009 Session several payments previously made to municipal governments, including reductions in gas tax distributions in beginning in 2009, the reduction in 2009 and eventual elimination in 2010 of the M&E slider payments, and the deferral of LAVTR payments in 2010.

SECTION 4. Property valuation growth for 2010 as estimated by the County Clerk's Office is at .5%, compared to growth in 2009 of 5.1%; sales tax collections for the City for the first six months of 2009 are 4.2% below collections in the first six months of 2008; revenues in other funds, specifically the OCI Fund and Water Utilities Fund are lower than forecasted; and these decreased revenues could threaten orderly operations of the City and its departments.

SECTION 5. The City must maintain adequate cash balances in its many funds due to, among other reasons, the Cash Basis Law, bond covenants, and general cash flow requirements, and based on decreased revenues, decreased activity or increased expenditures in other areas the necessary cash balances in some funds could be threatened without certain effective actions.

SECTION 6. Approximately 40% of the total City budget and 70% of the General Fund budget are salary and benefit expenditures.

SECTION 7. NOW THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE GOVERNING BODY OF THE CITY OF WICHITA, THAT: A financial emergency exists through December 31, 2010 for the City of Wichita. To maintain adequate cash balances in City funds and avoid disruptions that could threaten the orderly operation of the City, layoffs, furloughs and other actions to reduce salary and benefit costs of the City may be necessary. The City Manager is directed to implement budget-required furloughs and other necessary actions to reduce expenditures as needed.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF WICHITA, this 11th day of August, 2009.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED:

GARY REBENSTORF, DIRECTOR OF LAW

City of Wichita
City Council Meeting
August 11, 2009

TO: Mayor and City Council

SUBJECT: Four Mile Creek Water Quality Reclamation Facility Solids Handling Design-Build (District II)

INITIATED BY: Water Utilities

AGENDA: New Business

Recommendations: Approve initiating the funds, the project expenditure and a design-build project delivery method for solids handling at the Four Mile Creek Water Quality Reclamation Facility as a Design-Build project.

Background: In 2001, Water Utilities purchased the wastewater treatment and collection infrastructure owned by Sedgwick County. In 2002, the sewage treatment facility, Four Mile Creek, was upgraded to include treatment components to meet regulatory limits for nutrients. Capacity at the facility was doubled to accommodate area growth. On March 4, 2008, Water Utilities submitted, and City Council approved Staff to solicit proposals for the design and construction of improvements to Four Mile Creek Sewage Treatment Plant and to authorize the initiation of CIP funds in the amount of \$10,400,000. The project was to include:

1. Construction and installation of process equipment to increase treatment capacity and accommodate growth through the year 2050.
2. Incorporation of nutrient removal processes in anticipation of future permit requirements.
3. A technology change for effluent disinfection from chlorine to ultraviolet disinfection to exempt Water Utilities from regulations governing the use of chlorine, and reduce safety and health risks associated with chlorine.
4. Analysis of solids handling operations and addition of dewatering equipment to reduce potential sewer stoppages and overflows.
5. Analysis of alternatives for discharging water from the facility during wet weather events.

Analysis: Due to budget constraints, Water Utilities is requesting expenditure authority for only \$2,000,000 of the authorized budget, to address the solids handling operations. Solids handling operations are costly and labor intensive. Tanker trucks average transporting forty-six (46) loads of liquid sludge to a point in the collection system approximately 10 miles from the Four Mile Creek Facility. The collection system conveys the liquid sludge to the Lower Arkansas Water Quality Reclamation Facility (STP #2). Twenty-two (22) hours per week in overtime are required to meet the hauling demands for the Cowskin Creek Water Quality Reclamation Facility, the Valley Center contract, and the Four Mile Creek facility. Adding solids dewatering equipment will produce some cost savings in transportation, sewer maintenance and solids processing related expenses (see attached spreadsheet). Nonetheless, even without the savings, staff would recommend proceeding with the project due to the increased risk of creating sewer backups associated with using the sewer collection system to move the biosolids to STP #2.

Using a Design-Build project delivery method is recommended due to the delay in implementing this project and the risks associated with continuing to discharge the biosolids to the sewer collection system. The Design-Build project delivery method is expected to result in a completed project 40 percent sooner than a traditional Design-Bid-Build project delivery method.

Charter Ordinance 111 requires that design-build projects be awarded on the basis of: “..lowest lump-sum fixed price, design concepts, experience of company or consortium of companies submitting proposals and upon other pertinent criteria that shall be set by the City Council prior to the acceptance of proposals”. Staff recommends that the City Council set the criteria for selection of the design-build (“DB”) team on the Charter Ordinance basis plus the additional criteria outlined below:

1. Cost (40 points). The DB contractor’s lump sum price proposal will be scored by the Staff Screening & Selection Committee (“Committee”) taking into account all costs within the proposal. The most competitive price proposals will receive higher scores.
2. Experience of DB Contractor (30 points). The DB contractor’s proposed team including lead designer, project manager, construction superintendents, and primary subcontractors will be evaluated by the Committee for experience, expertise and reputation on similar work. Demonstrated safety record on construction will also be considered. The best qualified and committed teams will receive the higher scores.
3. Design Concepts (15 points). The DB contractors’ proposals will be evaluated by the Committee for their planning, constructability, logistics, safety and sensitivity to surrounding properties. The Committee will evaluate the degree to which risks to the success of the project have been identified and addressed with reasonable solutions.
4. Proposed Construction Schedule (15 points). DB contractors will be asked to submit a proposed schedule for construction of the biosolids handling facilities. Those schedules judged by the Committee to have the most reasonable shorter durations will receive the higher scores.

Financial Consideration: The cost for this important and much needed solids handling process upgrade to the Four Mile Creek Water Quality Reclamation Facility is \$2,000,000 and is available in the CIP S-530, Four Mile Creek Improvements approved budget of \$10,400,000. The project will be funded from Water Utilities revenues and reserves, and/or a future revenue bond issue.

Goal Impact: The project addresses ensuring efficient infrastructure by helping to assure the reliability and security of the Sewer Utilities.

Legal Consideration: In accordance with Charter Ordinance 111, City Council approval is required for a design-build project and proposal selection criteria prior to issuing Requests for Proposals.

Recommendations/Actions: It is recommended that the City Council: 1) approve the solids handling process as a design-build with the proposed selection criteria; 2) approve the expenditures; and 3) authorize the necessary signatures.

Attachments: Cost Savings Spreadsheet
Agenda dated March 4, 2008

**City Of Wichita
City Council Meeting
March 4, 2008**

TO: Mayor and City Council

SUBJECT: Four Mile Creek Sewage Treatment Plant Improvements - Design/Build
(District II)

INITIATED BY: Water Utilities

AGENDA: New Business

Recommendations: Authorize Staff to solicit proposals for the design and construction of improvements to Four Mile Creek Sewage Treatment Plant.

Background: In 2001, the Water Utilities purchased the entire wastewater treatment and collection infrastructure owned by Sedgwick County. The sewage treatment facility, Four Mile Creek, was upgraded to include treatment components to meet regulatory limits for nutrients. Capacity at this facility was doubled to accommodate area growth.

Analysis: Growth in northeast Wichita caused flow to the facility to exceed planning predictions. As a result, the treatment plant is at flow levels that were predicted for the year 2010. Additionally, solids handling, effluent disinfection and assessment/design of effluent pumping will be addressed, as there are operational concerns in those areas.

The project will include:

1. Construction and installation of process equipment to increase the treatment capacity of the system from three million gallons per day (MGD) to six MGD. The increase should accommodate growth in the area through the year 2050.
2. This expansion will incorporate additional components for the removal of nutrients. Staff anticipates that future permits will require nutrient removal in excess of current plant capabilities.
3. Ultraviolet disinfection will also be a component of this project. Four Mile Creek is the only sewage treatment facility operated by Water Utilities that uses chlorine for effluent disinfection. By changing technologies, safety and health risks associated with the use of chlorine will be eliminated, and the Water Utilities will be exempted from regulations governing the use of chlorine.
4. Solids handling operations will also be addressed. Currently these operations are costly and labor intensive. Water Utilities will reduce the time spent in the transportation of solids by 71 percent by adding equipment for dewatering suggested in the solids master plan update. The modifications will allow operations to move away from introducing solids into the collection system, thus reducing the potential for sewer stoppages and overflows.
5. The last major project component is the evaluation of alternatives for discharging water during wet weather events. Periods of high water flow in Four Mile Creek can restrict discharge to the creek. This project will analyze the potential to cause problems with the treatment process and will assess the need for effluent pumping, or storage, as a resolution for this concern.

Staff believes an aggressive schedule must be pursued due to growth in northeast Wichita. By using design/build methodology in construction of the upgrade, Water Utilities will be able to complete the project in less time and ensure capacity for customer growth and permit compliance.

Financial Consideration: Estimated cost for the project is \$10,400,000. Funds have been budgeted in CIP S-530, Four Mile Creek Plant Improvements. Funding will be provided by Water Utility revenues and reserves, and/or a future revenue bond issue.

Goal Impact: This project addresses ensuring efficient infrastructure by helping to assure the reliability and security of the Water Utilities.

Legal Considerations: City Council authorization is required to initiate CIP project funds. Charter Ordinance 111 requires City Council approval for a “design/bid” project prior to sending Requests for Proposals. Law has approved the Resolution as to form.

Recommendations/Actions: It is recommended that the City Council: 1) approve the design/build project; 2) authorize initiation of CIP funds; 3) adopt the Resolution; 4) authorize Staff to proceed with the RFP; and 5) authorize the necessary signatures.

Attachments: Resolution

FMC COST SAVINGS WITH DEWATERING

<u>FUEL:</u>			
Reduced Miles Driving	Diesel Gallons (4 mpg)	Diesel Price/Gallon	Fuel Savings
15,000	3,750	\$ 2.25	\$ 8,437.50

<u>SEWER MAINTENANCE: CLEANING</u>		
Number of Cleanings in 2008	Average Cost/Cleaning	Annual Cleaning Cost
5	\$ 576.00	\$ 2,880.00

<u>SEWER TREATMENT: REPROCESSING</u>		
2009 Estimated FMC NDT	Plant 2 Processing Cost/NDT	Total Reprocessing Cost
400	\$ 40.00	\$ 16,000.00

<u>SEWER TREATMENT: HAULING OVERTIME</u>		
2009 (Jan- Jun)	2009 Estimated OT Costs	
\$ 5,000.00	\$ 10,000.00	

Sumarized Cost Savings

<u>Annual Savings:</u>	
Fuel	\$ 8,437.50
Overtime	\$ 10,000.00
Cleaning (SM)	\$ 2,880.00
Reprocessing	\$ 16,000.00
TOTAL	\$ 37,317.50

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EXECUTIVE OVERVIEW

ON THE SUBJECT OF HAZARD MITIGATION

Hazard Mitigation is defined as sustained actions that reduce or eliminate long-term risk to people and property from hazards and their effects. Mitigation focuses on breaking the cycle of disaster damage, reconstruction, and repeated damage.

ABOUT THIS PLAN

Hazard Mitigation has been a priority for Sedgwick County and its cities for many years. In 2004, Sedgwick County was among the first of a handful of Kansas' counties to receive federal approval of its hazard mitigation plan. That 2004 plan was a multi-jurisdictional document, adopted by the county and all incorporated cities: Andale, Bel Aire, Bentley, Cheney, Clearwater, Colwich, Derby, Eastborough, Garden Plain, Goddard, Haysville, Kechi, Maize, Mount Hope, Mulvane, Park City, Sedgwick, Valley Center, Viola, and Wichita. Contributor agencies included Sedgwick County Emergency Management, Sedgwick County Public Works, Wichita Public Works, Wichita Water Department, Wichita Stormwater Department, Sedgwick County Geographic Information Services (GIS), Wichita GIS, and the Wichita Metropolitan Area Planning Department.

Federal regulations stipulate that local mitigation plans must be updated every five years. This plan supersedes the first hazard mitigation plan promulgated in 2004.

SUMMARY OF THE PLANNING PROCESS

The process of updating this plan was set into motion in the fall of 2008. A comprehensive effort began with a revised planning methodology, including defined planning objectives, and a better understanding of the mitigation planning requirements.

The Sedgwick County Local Emergency Planning Committee (LEPC) assumed the role and responsibilities of the Hazard Mitigation Planning Committee. The Sedgwick County LEPC has been an active multi-jurisdictional decision-making body for many years. Its membership includes representatives from municipalities, volunteer organizations, and industry. LEPC planning meetings are public meetings, the LEPC maintains compliance with the Kansas Public Meetings and the Open Records Acts. For the purpose of this plan and all hazard mitigation activities in Sedgwick County, the term "Local Emergency Planning Committee", and its acronym "LEPC", are synonymous with the term "Hazard Mitigation Planning Committee" and its acronym "HMPC".

The Sedgwick County Hazard Mitigation Steering Committee (HMSC) which led the development of the 2004 Sedgwick County Mitigation Plan was re-established during its update. The HMSC became a subcommittee of the LEPC. The membership of the HMSC includes Wichita Independent Builders Association, the Sedgwick County Association of Cities, the City of Wichita Metropolitan Area Planning Department, the Wichita Area Metropolitan Planning Organization, the American Public Works Association, the Stormwater Management Advisory Council (SMAC), and a representative of the area's floodplain managers.

The resulting plan is a user-centric document, focused on the needs of the participating municipalities, and a sensible maintenance approach which acknowledges the wide variance in resources among contributing jurisdictions.

According to federal guidelines, this plan is valid for a period of five years, from 2009 to 2014. The plan includes a monitoring and annual maintenance and update process, and a wide-ranging review and public comment period in 2013-2014. The aim of the participating entities is to initiate the required submission for federal review twelve months before the expiration of this updated plan.

IMPORTANCE OF INCORPORATING MITIGATION INTO OTHER PLANS AND POLICIES

Multiple governmental functions and programs participated in this plan update process to ensure the policies adopted compliment those described in other emergency plans and programmatic documents, including budgetary proposals and capital improvement plans (CIPs).

There are similarities between the hazard mitigation planning process and other plan development programs and practices. Hazards that pose a threat to the planning area must be identified and evaluated, vulnerabilities need to be defined and rated. The composite of those two factors, sometimes referred to as risk potential becomes the basis for decision-making. Those initial steps are common to many other plan development and decision-making processes.

The policies, goals, objectives and actions adopted as part of this plan are to be recognized and integrated into the development and future update of existing emergency and economic development plans, as well as code development and enforcement discussions, and plans for evaluating and implementing capital expenditures of each of the participating entities, as appropriate. Such integration will facilitate the institutionalization of recommended risk prevention practices, and support the achievement of the goals, objectives and initiatives outlined in this plan.

The HMPC will monitor the applicability of the hazard mitigation policies, goals, objectives and actions herein to ensure their practicable and effective implementation.

To that effect, a maintenance policy has been defined in this plan, and it is the responsibility of the LEPC to oversee it. The maintenance process is described in the Planning Process Chapter.

As a public body, the LEPC will continue to abide by the Kansas Open Records and Kansas Open Meetings Acts and promote public participation in the process.

In developing this plan, participating entities and jurisdictions shared planning documents and other information resources, allowing the Hazard Mitigation Planning Committee (HMPC) to consider the association among various policies, priorities, and programs.

Sedgwick County wishes to express its appreciation to all the project participants who gave their time and efforts to make this plan a success. A list of contributors and stakeholders is found in Appendix 9 of this Plan.

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City of Wichita
City Council Meeting
August 11, 2009

TO: Mayor and City Council

SUBJECT: Sedgwick County Hazard Mitigation Plan (All Districts)

INITIATED BY: Department of Public Works (Sedgwick County Emergency Management)

AGENDA: New Business

Recommendation: Adopt the Sedgwick County Hazard Mitigation Plan.

Background: In 2004, Sedgwick County Emergency Management developed and the City of Wichita adopted a Hazard Mitigation Plan.

Analysis: Sedgwick County Emergency Management has prepared a revised Hazard Mitigation Plan for the County and cities located within it. The plan must be adopted by any city that wishes to apply for hazard mitigation funding.

Sedgwick County Emergency Management staff will present an overview of the plan.

Financial Considerations: The City has applied for a hazard mitigation grant to address flooding in Wichita. If funded the grant would provide 75% of the cost to construct the Dry Creek Detention Facility and it would fund 75% of the cost of property buyouts for structure across the city that have a repetitive loss history due to flooding.

Goal Impact: This plan addresses the Ensure Efficient Infrastructure goal and the Safe and Secure Community goal.

Legal Considerations: The Law Department has approved the plan adopting resolution as to legal form.

Recommendations/Actions: It is recommended that the City Council approve the Hazard Mitigation Plan, adopt the Resolution; and authorize the necessary signatures.

Attachments: Sedgwick County Multi-Jurisdiction Hazard Mitigation Plan and adopting resolution.

Mitigation Plan Resolution

RESOLUTION NO. 09-269

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF WICHITA ADOPTING THE SEDGWICK COUNTY MITIGATION PLAN

Whereas, the City of Wichita seeking FEMA approval of hazard mitigation plan recognized the threat that natural hazards pose to people and property within our community; and

Whereas, undertaking hazard mitigation actions will reduce the potential for harm to people and property from future hazard occurrences; and

Whereas, the U.S. Congress passed the Disaster Mitigation Act 2000 (“Disaster Mitigation Act”) emphasizing the need for pre-disaster mitigation of potential hazards; and

Whereas, the Disaster Mitigation Act made available hazard mitigation grants to state and local governments; and

Whereas, an adopted Mitigation Plan is required as a condition of future funding for mitigation projects under multiple FEMA pre- and post-disaster mitigation grant programs; and

Whereas, the City of Wichita fully participated in the FEMA prescribed mitigation planning process to prepare this Mitigation Plan; and

Whereas, the Kansas Division of Emergency Management and the Federal Emergency Management Agency Region VII officials have reviewed the “Sedgwick County Mitigation Plan,” and approved it contingent upon this official adoption of the participating governing body; and

Whereas, the City of Wichita desires to comply with the requirements of the Disaster Mitigation Act and to augment its emergency planning efforts by formally adopting the “Sedgwick County Mitigation Plan;” and

Whereas, adoption by the governing body for the City of Wichita demonstrates the jurisdictions’ commitment to fulfilling the mitigation goals and objectives outlined in this Mitigation Plan: and

Whereas, adoption of this legitimizes the plan and authorizes responsible agencies to carry out their responsibilities under the plan;

Now, therefore, be it resolved by the governing body of the City of Wichita, that the City of Wichita adopts the “Sedgwick County Mitigation Plan” as an official plan; and

Be it further resolved, the City of Wichita will submit this Adoption Resolution to the Kansas Division of Emergency Management and Federal Emergency Management Agency Region VII official to enable the plan’s final approval.

**PASSED AND APPROVED BY THE GOVERNING BODY OF THE CITY OF
WICHITA THIS 11th DAY OF AUGUST 2009.**

Carl Brewer, Mayor

ATTEST:

Karen Sublet, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, City Attorney

City of Wichita
City Council Meeting
August 11, 2009

TO: Mayor and City Council Members

SUBJECT: DR2008-06: South Central Neighborhood-Wide Residential Rezoning Proposal (Districts I and III)

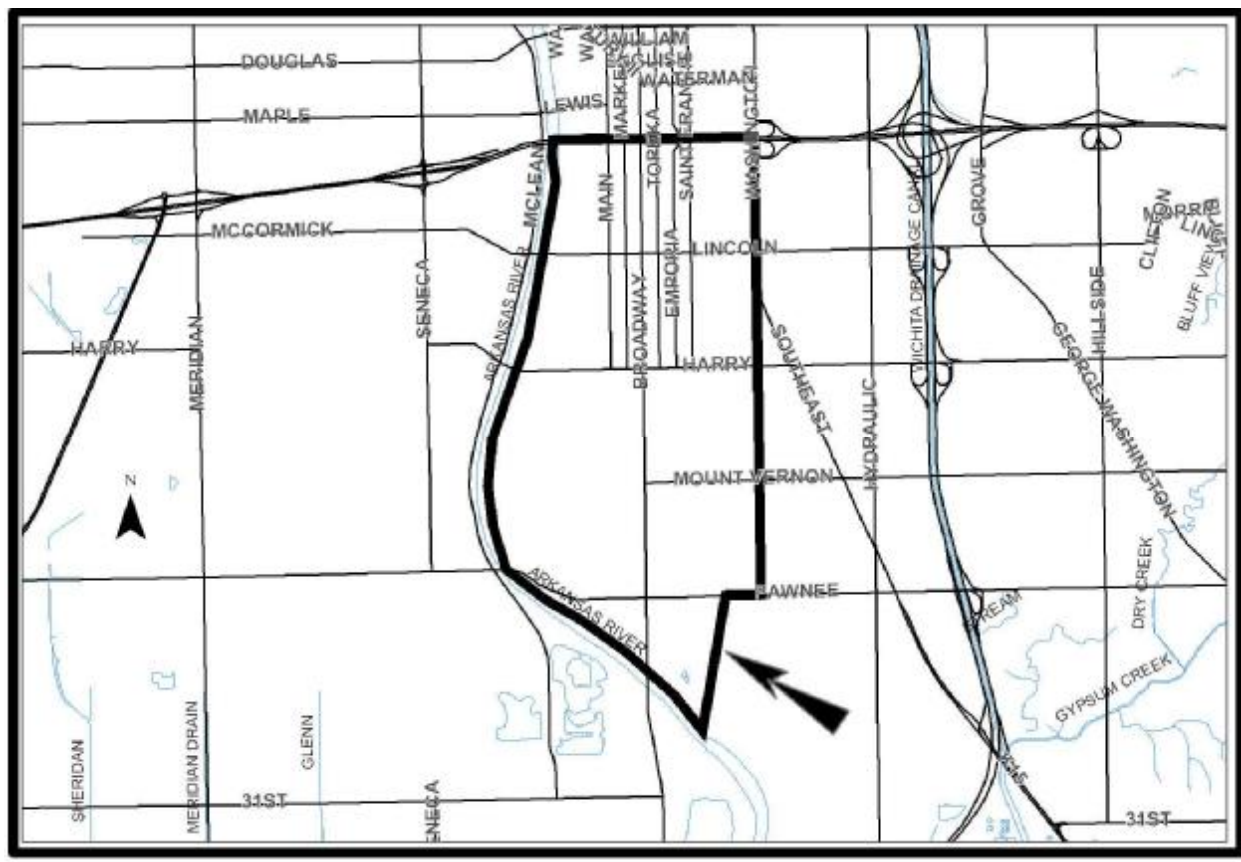
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Non-Consent)

MAPC Recommendations: Approve (14-0).

MAPD Staff Recommendations: Approve.

DAB Recommendations: DAB I, Approve (6-0).
DAB III, Approve (8-0).



Background: In May 2006, following almost a year of development and neighborhood input, the City Council adopted the *South Central Neighborhood Plan* to serve as a blueprint for revitalization of the neighborhood. One of the goals of the *South Central Neighborhood Plan* is to “preserve the character of residential areas.” One of the Plan’s initiatives by which this goal is proposed to be accomplished is to “rezone residential properties in the neighborhood to more closely reflect current and preferred future land use.” To that end, the Metropolitan Area Planning Commission (MAPC) spent six months developing the *South Central Neighborhood Land Use Plan* that was adopted by the City Council in April 2009.

The *South Central Neighborhood Land Use Plan* establishes desired outcomes for future land use in the neighborhood and provides a generalized guide for future rezoning decisions. The vision of the recently adopted *South Central Neighborhood Land Use Plan* is to preserve the current pattern of neighborhood development with single-family homes on smaller lots. The primary method by which this neighborhood preservation is proposed to be accomplished is to change the neighborhood zoning pattern from one that permits predominately multi-family and two-family homes to one that permits predominately single-family homes.

The current zoning pattern (see attached map entitled “South Central Neighborhood Existing Zoning”) for the South Central neighborhood dates back over 50 years and is designed to facilitate the urban renewal vision that was predominate at that time of tearing down older houses to construct new, mostly larger and multi-family, homes. This zoning pattern is inconsistent with current uses and structures; creates the risk of incompatible land uses in the neighborhood; creates a risk to the character of individual homes and buildings; and creates a risk to the character of the neighborhood as a whole. Uses that are generally incompatible with single-family homes are widely permitted in the neighborhood under the current zoning pattern. Property owners may be reluctant to re-invest in their properties due to incompatible uses that could develop on surrounding properties.

Analysis: As has been done in other neighborhoods such as Delano, McAdams, and Midtown with a similar mismatch between the current zoning and existing development pattern, a South Central Neighborhood-Wide Residential Rezoning Proposal was developed by the Advance Plans Committee of the MAPC to change the residential zoning in the neighborhood to more closely match the “Land Use Guide Map” of the *South Central Neighborhood Land Use Plan* and the existing development patterns. The proposal is shown on the attached map entitled “South Central Neighborhood Residential Rezoning.”

While the proposed rezoning was initiated by the MAPC, the notification of the proposed rezoning that was mailed to each property owner contains a “Request for Exemption from Rezoning Form.” The MAPC exempted all properties from the recommended rezoning for which the property owner submitted the exemption form prior to the July 9, 2009, public hearing. At the conclusion of the official public hearing held on July 9, 2009, the MAPC unanimously voted (14-0) recommend approval of the South Central Neighborhood-Wide Residential Rezoning Proposal, excluding all properties requested for exemption by the property owner.

The proposed rezoning was considered by District Advisory Board III on July 6, 2009, and DAB III voted unanimously (8-0) to recommend approval of the proposed rezoning. On July 20, 2009, District Advisory Board I considered the proposed rezoning and voted unanimously (6-0) to recommend approval of the proposed rezoning.

Subsequent to the July 9, 2009, public hearing, one property owner that did not receive a mailed notification due to an incorrect address in County records submitted an exemption form. The City Council can exempt this property (1838 S. Mosley) from there rezoning by the ordinance for Alternative #2.

Financial Considerations: None.

Goal Impact: The proposed residential rezoning addresses the Quality of Life goal by promoting desired future land uses for the South Central neighborhood.

Legal Considerations: The ordinances for Alternative #1 and Alternative #2 listed below have been reviewed and approved as to form by the Law Department.

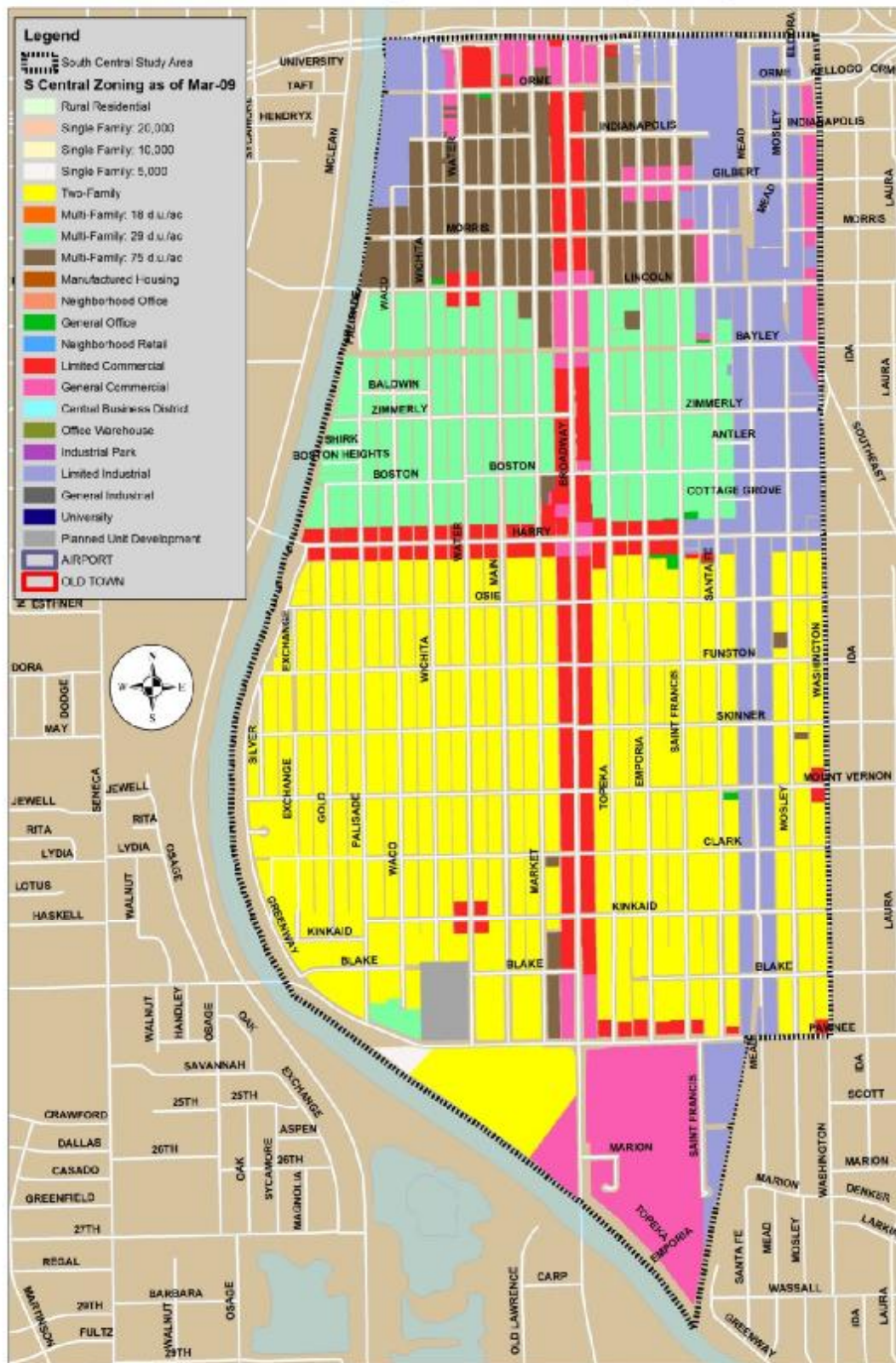
Recommendation/Actions:

1. Adopt the findings of the MAPC, approve the zone change as recommended by the MAPC, and place the ordinance for Alternative #1 on first reading;
2. Adopt the findings of the MAPC, approve the zone change as recommended by the MAPC but also excluding the property at 1838 S. Mosley, and place the ordinance for Alternative #2 on first reading; or
3. Return the application to the MAPC for reconsideration.

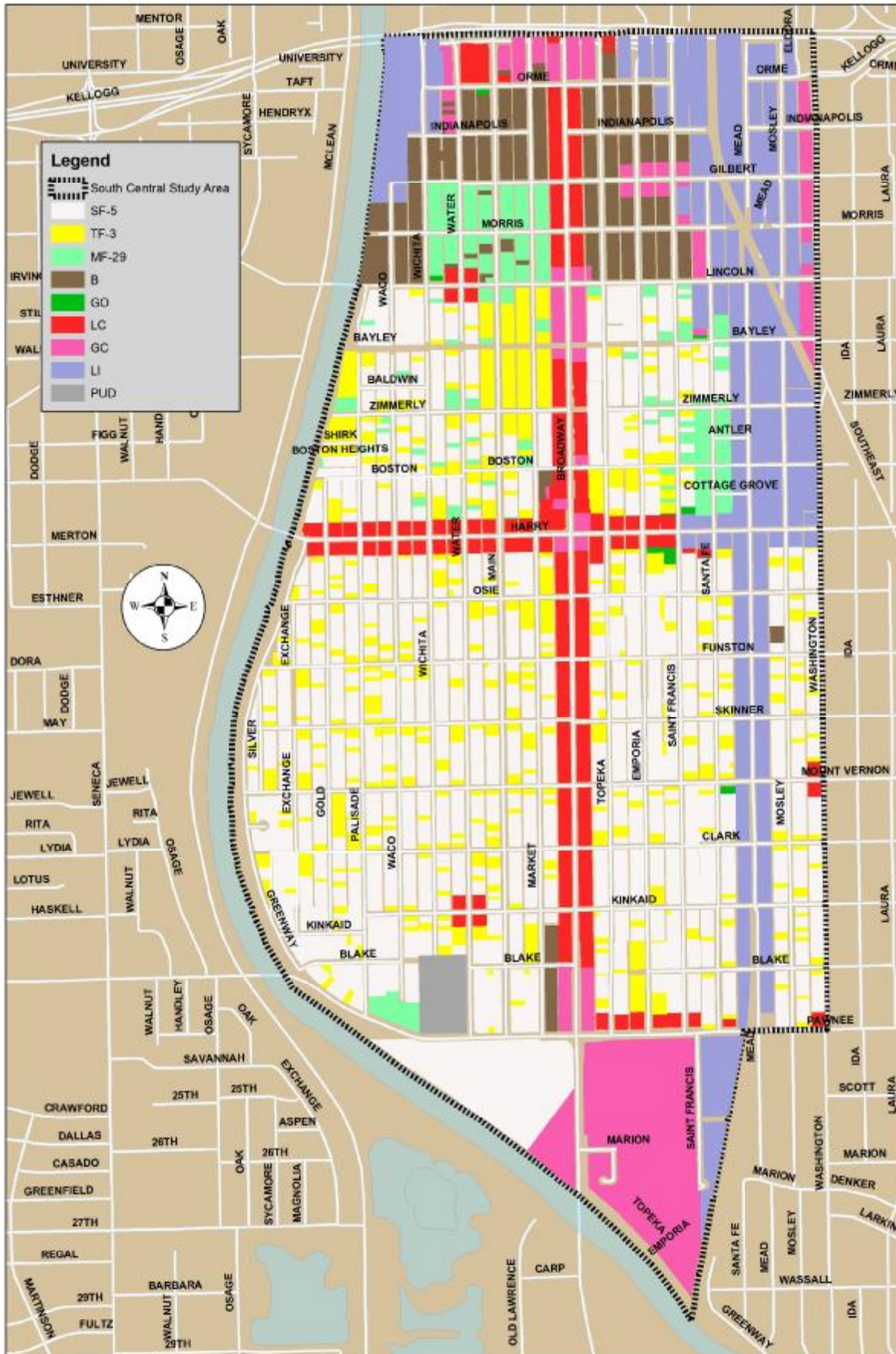
(Alternative #2 requires a two-thirds majority vote of the City Council on the first hearing.)

Attachments: Map of South Central Neighborhood Existing Zoning
Map of South Central Neighborhood Residential Rezoning
MAPC Minutes Excerpt
DAB I Memo
DAB III Memo
Ordinance for Alternative #1
Ordinance for Alternative #2

South Central Neighborhood Existing Zoning



South Central Neighborhood Residential Rezoning



OCA150004

Published in The Wichita Eagle on August 21, 2009

ORDINANCE NO. 48-406

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

BE IT ORDAINED BY THE GOVERNING BODY
OF THE CITY OF WICHITA, KANSAS.

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. DR2008-00006

Request for zoning changes as prescribed for those properties listed, depicted and legally described in "South Central Neighborhood Residential Rezoning", which is incorporated herein as "Exhibit A" and by this publication made part of this ordinance.

SECTION 2. That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

Alternative #1

ADOPTED AT WICHITA, KANSAS, August 18, 2009.

Carl Brewer - Mayor

ATTEST:

Karen Sublett, City Clerk

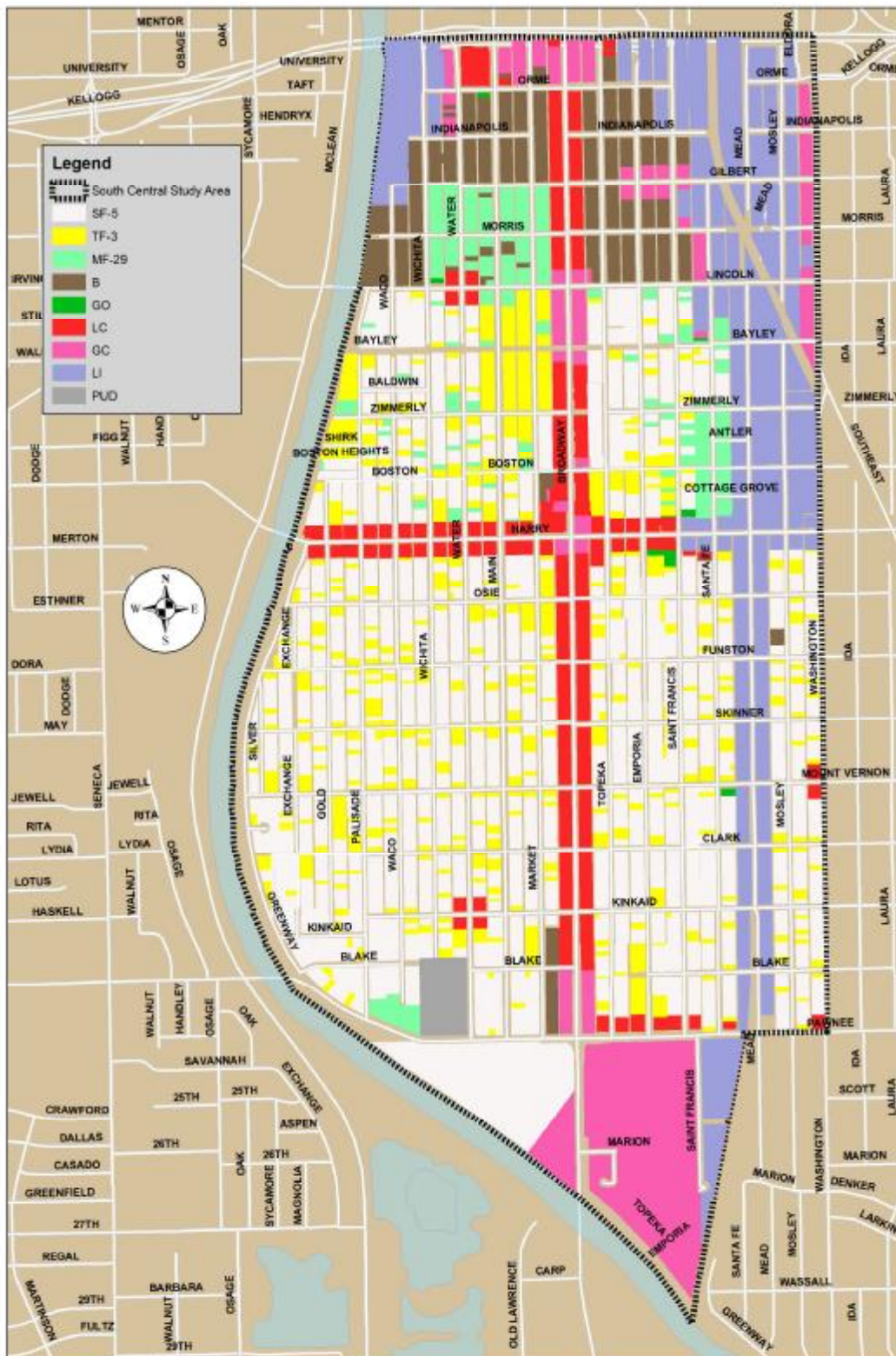
(SEAL)

Approved as to form:

Gary E. Rebenstorf, City Attorney

Exhibit A

South Central Neighborhood Residential Rezoning



OCA150004 BID #37529-009 CID #76383

Published in The Wichita Eagle on August 21, 2009

ORDINANCE NO. 48-406

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

BE IT ORDAINED BY THE GOVERNING BODY
OF THE CITY OF WICHITA, KANSAS.

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. DR2008-00006

Request for zoning changes as prescribed for those properties listed, depicted and legally described in "South Central Neighborhood Residential Rezoning", which is incorporated herein as "Exhibit A" and by this publication made part of this ordinance.

SECTION 2. That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

Alternative #2

ADOPTED AT WICHITA, KANSAS, August 18, 2009.

Carl Brewer - Mayor

ATTEST:

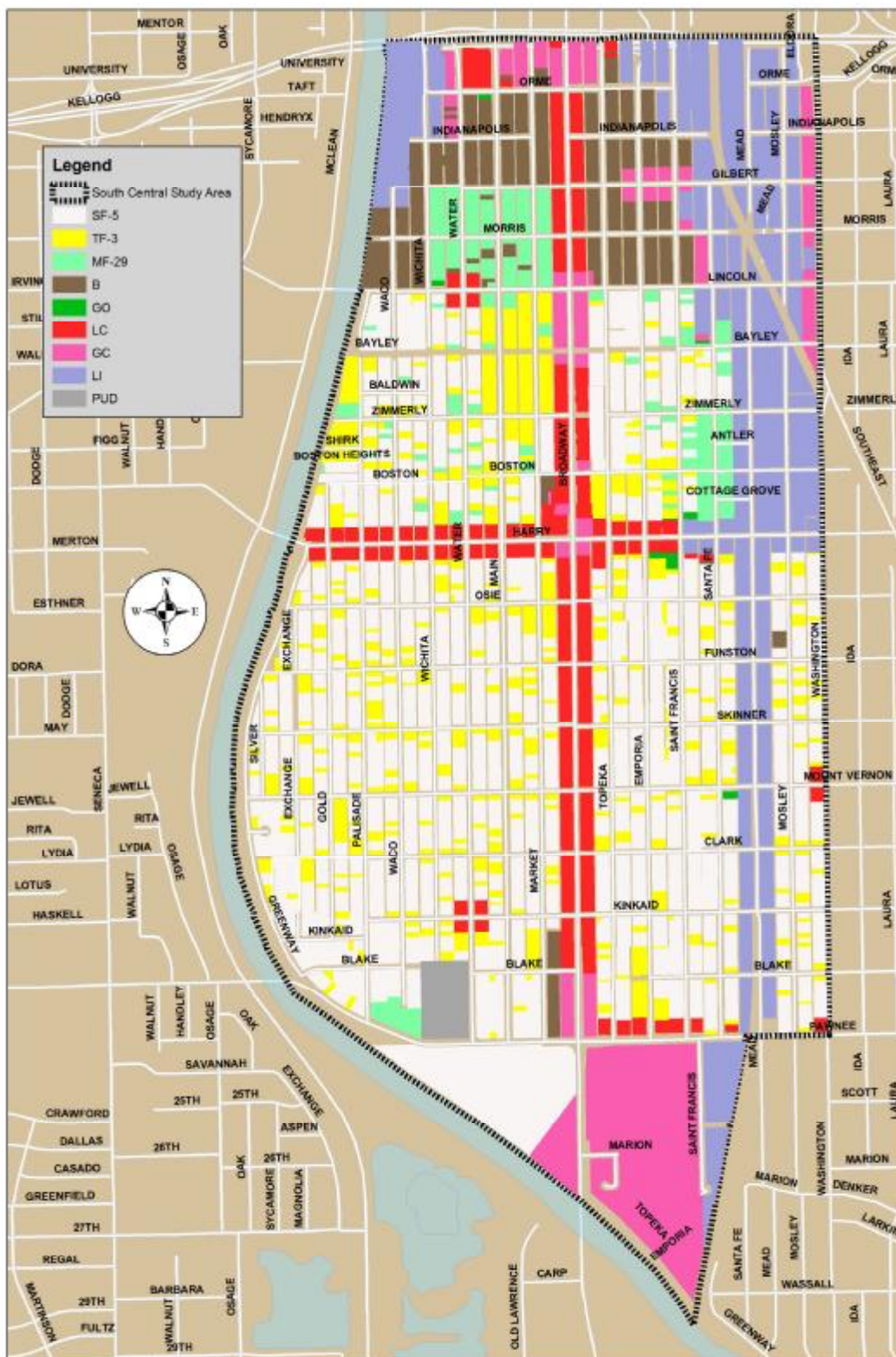
Karen Sublett, City Clerk

(SEAL)

Approved as to form:

Gary E. Rebenstorf, City Attorney

South Central Neighborhood Residential Rezoning





INTEROFFICE MEMORANDUM

TO: Wichita City Council
MAPC Members

FROM: LaShonda Porter, Neighborhood Assistant District 1

SUBJECT: South Central Neighborhood-Wide Residential Rezoning Proposal

DATE: July 23, 2009

On Monday, July 20, the District Advisory Board (DAB) for Council District 1 heard the proposal to rezone certain residentially-zoned properties in the South Central Neighborhood

The Board members and citizens present had the following comments:

- Staff has been engaged with the community throughout this process and the community is very happy with the proposal and thanks staff for their hard work and due diligence.
- Wanted to know if this would increase the property values in the neighborhood.

DAB members voted 6-0 to recommend approval of this request.

Please review this information when this request is considered.



**INTEROFFICE
MEMORANDUM**

TO: MAPC Members
FROM: Janet Johnson, Neighborhood Assistant, District III
SUBJECT: **DR2008-00006: South Central Neighborhood-Wide Residential Rezoning Proposal**
DATE: July 6, 2009

On Wednesday, July 1, 2009, the District III Advisory Board (DAB) considered a request for a: Neighborhood-Wide Residential Rezoning Proposal. The current zoning pattern for the South Central neighborhood dates back over 50 years and is designed to facilitate the urban renewal vision that was predominate at that time of tearing down older houses to construct new, mostly larger and multi-family, homes. This zoning pattern is inconsistent with current uses and structures; creates the risk of incompatible land uses in the neighborhood; creates a risk to the character of individual homes and buildings; and creates a risk to the character of the neighborhood as a whole. Uses that are generally incompatible with single-family homes are widely permitted in the neighborhood under the current zoning pattern.

The DAB Members were provided the public notice and MAPD staff comments for review.

Dale Churchman, 1357 S. Broadway, said he is president of the South Central Neighborhood Improvement Plan Implementation Committee and he extended his thanks to Scott Knebel for all his hard work. Churchman said they have come a long way with the Neighborhood Improvement Plan and he urged the DAB to endorse the zoning change.

Joann Hartig (Dillard) moved to approve the re-zoning proposal. **Motion passed 8-0.**

Please review this information when **DR2008-00006** is considered.

PUBLIC HEARINGS

1. **Case No.: DR2008-06** - Request South Central Neighborhood-Wide Residential Rezoning
Proposal to change certain residentially-zoned properties that are currently zoned B Multi-Family, MF-29 Multi-Family, and TF-3 Two-Family to the MF-29 Multi-Family, TF-3 Two-Family, and SF-5 Single-Family zoning classifications on property described as;

Generally located in the area bounded by Kellogg on the north, Washington on the east, and the Arkansas River on the south and west.

BACKGROUND: In May 2006, following almost a year of development and neighborhood input, the governing bodies adopted the *South Central Neighborhood Plan* to serve as a blueprint for revitalization of the neighborhood. One of the goals of the *South Central Neighborhood Plan* is to “preserve the character of residential areas.” One of the Plan’s initiatives by which this goal is proposed to be accomplished is to “rezone residential properties in the neighborhood to more closely reflect current and preferred future land use.” To that end, the Metropolitan Area Planning Commission spent six months developing the *South Central Neighborhood Land Use Plan* that was adopted by the governing bodies in April 2009.

The *South Central Neighborhood Land Use Plan* establishes desired outcomes for future land use in the neighborhood and provides a generalized guide for future rezoning decisions. The vision of the recently adopted *South Central Neighborhood Land Use Plan* is to preserve the current pattern of neighborhood development with single-family homes on smaller lots. The primary method by which this neighborhood preservation is proposed to be accomplished is to change the neighborhood zoning pattern from one that permits predominately multi-family and two-family homes to one that permits predominately single-family homes.

Problems with Existing Zoning

The current zoning pattern for the South Central neighborhood dates back over 50 years and is designed to facilitate the urban renewal vision that was predominate at that time of tearing down older houses to construct new, mostly larger and multi-family, homes. This zoning pattern is inconsistent with current uses and structures; creates the risk of incompatible land uses in the neighborhood; creates a risk to the character of individual homes and buildings; and creates a risk to the character of the neighborhood as a whole. Uses that are generally incompatible with single-family homes are widely permitted in the neighborhood under the current zoning pattern. Property owners may be reluctant to re-invest in their properties due to incompatible uses that could develop on surrounding properties.

Rezoning Process

As has been done in other neighborhoods such as Delano, McAdams, and Midtown with a similar mismatch between the current zoning and existing development pattern, a South Central Neighborhood-Wide Residential Rezoning Proposal has been developed by the Advance Plans Committee to change the residential zoning in the neighborhood to more closely match the “Land Use Guide Map” of the *South Central Neighborhood Land Use Plan* and the existing development patterns. The proposal is shown on the attached map entitled “South Central Neighborhood Proposed Residential Rezoning.”

The Advance Plans Committee developed the South Central Neighborhood-Wide Residential Rezoning Proposal using the following parameters:

1. Only residentially-zoned properties are proposed to be rezoned, and no properties with office, commercial, or industrial zoning are proposed to be rezoned.

MAPC Minutes Excerpt
July 9, 2009

2. Proposed rezoning is only to a more restrictive residential zoning classification, and no new office, commercial, or industrial zoning is proposed to be established through the rezoning initiative.
3. Proposed rezoning is to the most restrictive zoning classification that permits the existing use if the existing use is consistent with the *South Central Neighborhood Land Use Plan*.
4. Properties indicated as appropriate for redevelopment in the *South Central Neighborhood Land Use Plan* (“East Bank River Center,” “Residential Redevelopment District,” and “Commercial Redevelopment Node”) are not proposed to be rezoned.
5. Properties indicated as appropriate for “Compact Residential” in the *South Central Neighborhood Land Use Plan* are not proposed to be rezoned.
6. No new non-conformities in terms of use or development standards will be created through rezoning.

While the proposed rezoning has been initiated by the City of Wichita, the notification of the proposed rezoning that was mailed to each property owner contains a “Request for Exemption from Rezoning Form.” Any property owner that submits this form prior to the July 9, 2009, public hearing will have their property remain as currently zoned. Additionally, planning staff hosted an open house on June 22, 2009, at which materials were provided with information regarding the rezoning proposal and property owners had the opportunity for a personal consultation with a planning staff member regarding the specific impact of the proposed rezoning on his or her property.

Note: The attached map entitled “South Central Neighborhood Proposed Residential Rezoning” will be subject to further revisions up to and including July 9, 2009, in order to accommodate those property owners that request an exemption from the rezoning so that their property remains as currently zoned.

CASE HISTORY: N/A

ADJACENT ZONING AND LAND USE:

NORTH:	CBD, PUD-19	Downtown Wichita, WaterWalk
SOUTH:	SF-5, GC	Watson Park, manufactured home/vehicle sales
EAST:	LI, GC, B, MF-29, TF-3	Various industrial, commercial, and residential uses
WEST:	LI, SF-5	Various industrial uses, single-family residences

PUBLIC SERVICES: N/A

CONFORMANCE TO PLANS/POLICIES: The “2030 Wichita Functional Land Use Guide” of the *Wichita-Sedgwick County Comprehensive Plan* identifies the portions of the South Central Neighborhood proposed for rezoning as appropriate for “Urban Residential” type uses. “Urban Residential” encompasses areas that reflect the full diversity of residential development densities and types typically found in a large urban municipality. The proposed rezoning is consistent with this designation.

Strategy XIC4 of the *Wichita-Sedgwick County Comprehensive Plan* advocates the use of rezoning as tool in older neighborhoods to “prevent the encroachment of inappropriate development of a more intensive nature.”

The “Residential Enhancement Strategy” of the *Wichita-Sedgwick County Comprehensive Plan* identifies the proposed rezoning area as containing both “Re-establishment” and “Revitalization” areas. The Plan identifies these areas as needing stabilization and protection from structural and market decline, and should be made more attractive for private investment.

MAPC Minutes Excerpt
July 9, 2009

The proposed rezoning is consistent with the goals and initiatives of the *South Central Neighborhood Plan*, which recommends preserving the current pattern of neighborhood development with single-family homes on smaller lots by changing the neighborhood zoning pattern from one that permits predominately multi-family and two-family homes to one that permits predominately single-family homes. The proposed rezoning also is consistent with the “Land Use Guide Map” of the *South Central Neighborhood Land Use Plan*. The proposed rezoning is intended put in place a residential zoning pattern for the South Central Neighborhood that fosters implementation of these Plans.

RECOMMENDATION: The proposed rezoning is a tool to implement the goals and initiatives contained in the *South Central Neighborhood Plan*. Accordingly, planning staff recommends that the proposed rezoning be APPROVED, subject to the revisions contained in the “South Central Neighborhood Proposed Residential Rezoning” map dated July 9, 2009 (to be presented at the public hearing), in order to accommodate requests from property owners to be exempted from the proposed rezoning and have their property remain as currently zoned.

This recommendation is based on the following findings:

1. The zoning, uses and character of the neighborhood. The rezoning proposal is consistent with and reflective of the present character and uses within the neighborhood. The “opt-out” provision allows property owners to remain as currently zoned, if they so choose.
2. The suitability of the subject property for the uses to which it has been restricted. Much of the South Central Neighborhood is “over zoned” for its current use. Uses that are incompatible with the predominately low-density residential uses in the neighborhood are permitted by the existing zoning. The proposed “down zoning” will restrict properties to more compatible uses with the surrounding residences and neighborhood.
3. Extent to which removal of the restrictions will detrimentally affect nearby property: This rezoning proposal is not a removal of restrictions but rather a “down zoning” or tightening of restrictions and will have no adverse impacts on nearby properties. The proposed rezoning will potentially have a beneficial long term impact on adjoining neighborhoods and the downtown area of Wichita.
4. Conformance of the requested change to the adopted or recognized Comprehensive Plan: The requested change is consistent with policy direction contained in both the *Wichita-Sedgwick County Comprehensive Plan* and the *South Central Neighborhood Plan*.
5. Impact of the proposed development on community facilities: No new development is proposed in association with, or as a result of, the adoption of the rezoning proposal.

SCOTT KNEBEL, Planning Staff presented the Staff Report. He provided an updated map which depicted the 85 properties that had requested exemption from the proposed rezoning.

HENTZEN asked what would happen if people changed their mind and wanted to “opt out” 2-3 years from now.

KNEBEL commented that today was the deadline for that option; however, he said if individuals changed their mind in the future, they can make application for a zoning change on their own behalf and go through the zoning process.

HENTZEN clarified that there was no prohibition in this process.

MAPC Minutes Excerpt
July 9, 2009

KNEBEL said State Law would not allow the Planning Department to prohibit someone from requesting rezoning.

MOTION: To approve subject to staff recommendation.

HILLMAN moved, **J. JOHNSON** seconded the motion, and it carried (14-0).

City of Wichita
City Council Meeting
August 11, 2009

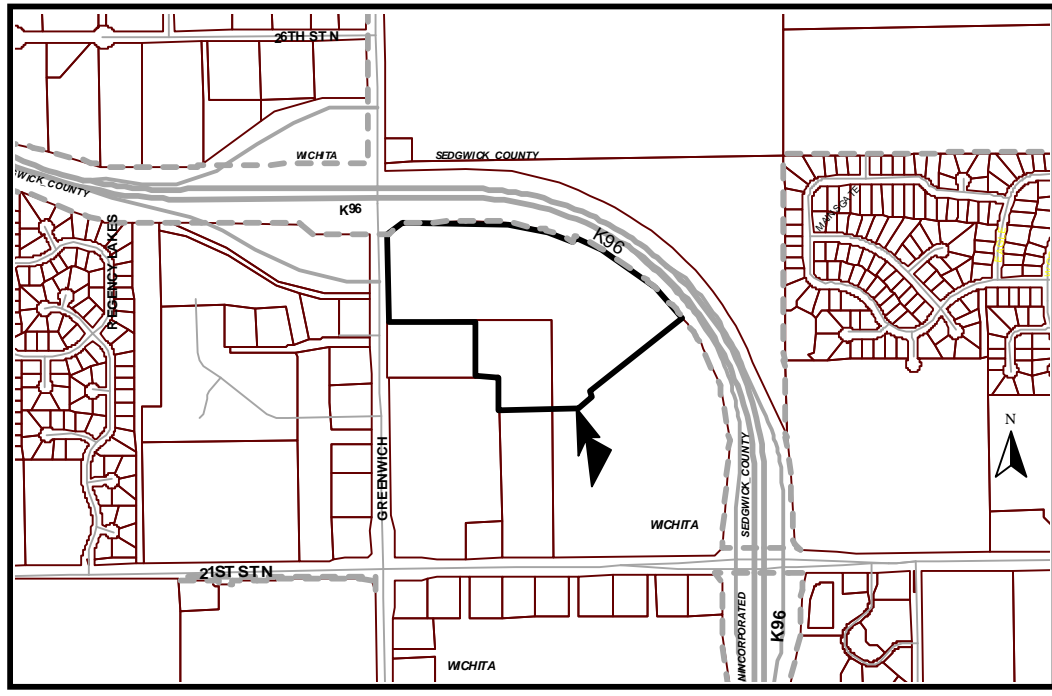
TO: Mayor and City Council

SUBJECT: CUP2005-00063 (DP-291) and ZON2005-00049 – Extension of time to complete the platting requirement for the Cedar Creek Marketplace Community Unit Plan and a zone change from SF-5 Single-family Residential (“SF-5”) to LC Limited Commercial (“LC”); generally located east of Greenwich Road and south of K-96. (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPD Staff Recommendations: Approve extension of platting deadline to August 7, 2010.



Background: On February 7, 2006, the City Council approved the creation of DP-291 Cedar Creek Marketplace CUP and a zone change from SF-5 Single-family Residential (“SF-5”) to LC Limited Commercial (“LC”), subject to the condition of platting the property within one year. The applicant sought and received a six-month administrative platting extension and two one-year platting extensions from the City Council. The current platting deadline is August 7, 2009. The applicant’s attached letter indicates that a plat is conditionally approved. The applicant requests another one-year platting extension to complete the platting process.

Analysis: Staff recommends that the platting time extension be granted. The City Council may deny the request for an extension of time to complete platting; however, denying the extension would declare the CUP and zone change null and void and would require reapplication and rehearing if the property owner still desired a CUP and zone change.

Financial Considerations: None.

Goal Impact: Promote Economic Vitality and Affordable Living.

Legal Considerations: No legal documents are required to grant the platting extension. The platting extension approval is indicated via letter to the applicant noting the extended platting deadline as granted by the City Council.

Recommendation/Actions: Approve an extension of the platting deadline to August 7, 2010.

RECEIVED

JUL 24 2008

METROPOLITAN PLANNING

ROUTE 1

Ruggles & Bohm P.A.

Engineering, Surveying, Land Planning

924 North Main
Wichita, Kansas 67203

(316) 264-8008
fax (316) 264-4621

www.rbkansas.com
info@rbkansas.com

July 24, 2008

John Schlegel, Director
Wichita-Sedgwick County Metropolitan Area
Planning Department
455 N. Main
Wichita KS 67202

Re: Rezoning north of 21st, east of Greenwich, case ZON2005-49
Cedar Creek Marketplace CUP (DP-291), case CUP2005-63
Cedar Creek Marketplace Addition, case SUB2006-07

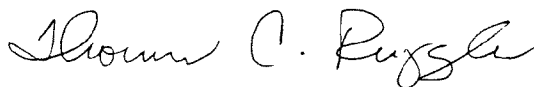
Dear Mr. Schlegel,

The above zoning and CUP cases were approved subject to platting of the property, and a preliminary plat also has been approved conditionally. The applicant has previously received an extension of time to complete the platting process, and continues to work toward meeting the conditions. It is the applicant's intent to complete the plat and the development.

As authorized agent for the applicant, Kensington Gardens LLC, I hereby request an additional one-year extension of time beyond the current August 7, 2008, deadline. If you require further information regarding this request, please call.

Respectfully submitted,

Ruggles & Bohm P.A.



Thomas C. Ruggles, P.E., L.S.

cc: Ashley Cozine
Bill Cozine



City of Wichita
City Council Meeting
August 11, 2009

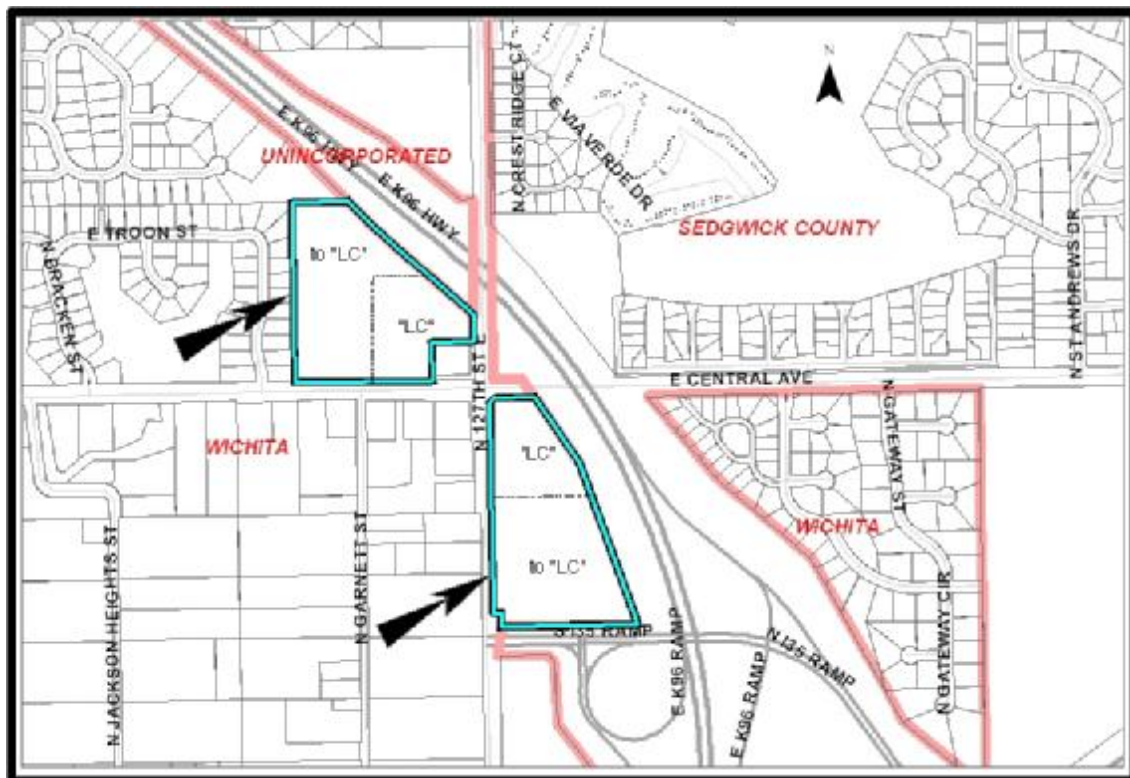
TO: Mayor and City Council

SUBJECT: CUP2008-00015 AND ZON2008-00021 – Extension of time to complete the platting requirement for the Parker Addition Community Unit Plan and a zone change from SF-5 Single-family Residential (“SF-5”) to LC Limited Commercial (“LC”); generally located on the northwest and southeast corners of Central Avenue and 127th Street East. (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPD Staff Recommendations: Approve extension of platting deadline to July 22, 2010.



Background: On July 22, 2008, the City Council approved the creation of DP-313 the Parker Addition CUP and a zone change from SF-5 Single-family Residential (“SF-5”) to LC Limited Commercial (“LC”), subject to the condition of platting the property within one year. The applicant’s attached letter requests a one-year platting extension to complete the platting process.

Analysis: Staff recommends that the platting time extension be granted. The City Council may deny the request for an extension of time to complete platting; however, denying the extension would declare the CUP and zone change null and void and would require reapplication and rehearing if the property owner still desired a CUP and zone change.

Financial Considerations: None.

Goal Impact: Promote Economic Vitality and Affordable Living.

Legal Considerations: No legal documents are required to grant the platting extension. The platting extension approval is indicated via letter to the applicant noting the extended platting deadline as granted by the City Council.

Recommendation/Actions: Approve an extension of the platting deadline to July 22, 2010.



POE & ASSOCIATES, INC.

5940 E. Central, Suite 200
Wichita, Kansas 67208

CONSULTING ENGINEERS

(316) 685-4114
FAX: (316) 685-4444

May 7, 2009

Mr. Jess McNeely
Metropolitan Area Planning Dept.
455 N. Main, 10th Floor
Wichita, KS 67202

RE: PARKER ADDITION CUP, DP-313

Dear Jess:

We hereby request a platting extension to November 10, 2009 in order to perfect the zoning.

Thank you in advance for your assistance and please do not hesitate to contact me if you have any questions or need additional information.

Sincerely,

Tim Austin, PE

Cc: Mr. Todd Parker
Mr. Christian Ablah

City of Wichita
City Council Meeting
August 11, 2009

TO: Mayor and City Council Members

SUBJECT: SUB 2008-99 -- Plat of Bulloch Addition located on the north side of Harry, west of Greenwich Road. (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (9-0)

Background: This site, consisting of one lot on 1.66 acres, is located within Wichita's city limits. A zone change (ZON 2008-39) from SF-5 Single-family Residential to NR Neighborhood Retail has been approved. A Protective Overlay (PO #222) has also been approved for this site addressing building height, permitted uses and density. A Notice of Protective Overlay has been submitted identifying the approved protective overlay and its special conditions for development on this property.

Analysis: Municipal services are available to serve the site. The plat has been approved by the Metropolitan Area Planning Commission, subject to conditions. Publication of the Ordinance should be withheld until the plat is recorded with the Register of Deeds.

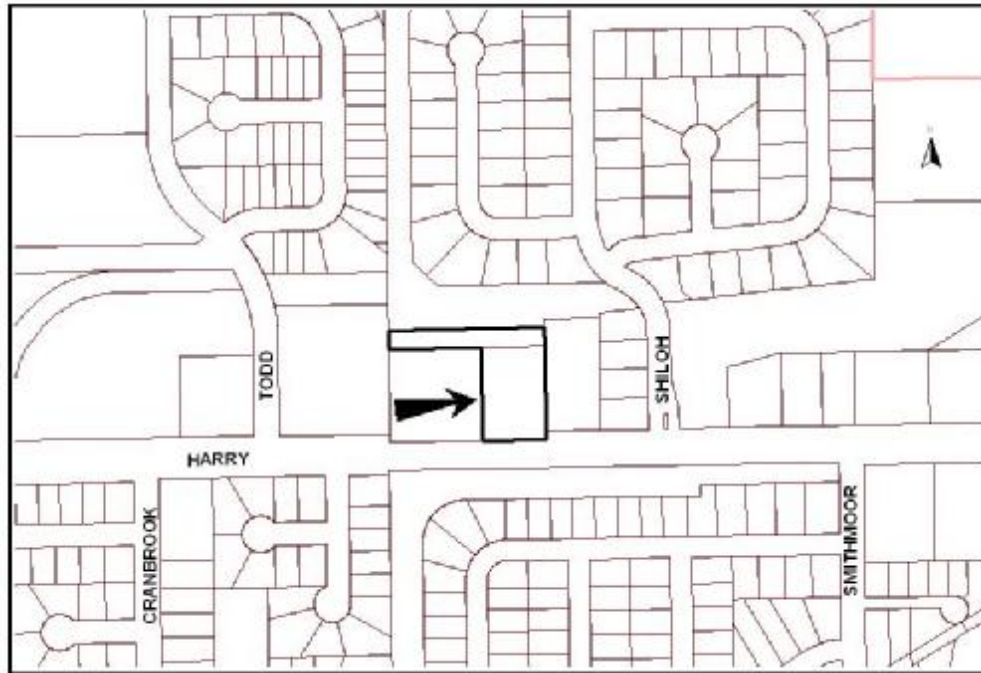
Financial Considerations: None.

Goal Impact: Ensure Efficient Infrastructure.

Legal Considerations: The Notice of Protective Overlay will be recorded with the Register of Deeds. The ordinance has been reviewed and approved as to form by the Law Department.

Recommendations/Actions: Approve the document and plat, authorize the necessary signatures and approve first reading of the Ordinance.

Attachment: Notice of Protective Overlay.



ORDINANCE NO. 48-407

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

BE IT ORDAINED BY THE GOVERNING BODY
OF THE CITY OF WICHITA, KANSAS.

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON 2008-39

Zone change from SF-5 Single-family Residential to NR Neighborhood Retail, for property described as:

Lot 1, Block A, Bulloch Addition, Wichita, Sedgwick County, Kansas.

Generally located on the north side of Harry, west of Greenwich Road.

SUBJECT TO THE FOLLOWING PROVISIONS OF PROTECTIVE OVERLAY DISTRICT #222:

1. The following uses shall not be permitted: group residence, limited; group residence, general; correctional placement residence, limited; correctional placement residence, general; and hotel or motel.
2. Residential development shall be limited to a maximum density of 17.4 dwelling units per acre.
3. Buildings shall be limited to a maximum height of 45 feet.

SECTION 2. That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

Adopted this 18th day of August 2009.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form:

Gary E. Rebenstorf, City Attorney

**City of Wichita
City Council Meeting
August 11, 2009**

TO: Mayor and City Council Members

SUBJECT: SUB 2009-23 -- Plat of Simmons 2nd Addition located north of Central, west of Meridian. (District VI)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (10-0)

Background: This site, consisting of one lot on .93 acres, is located within Wichita's city limits. A zone change (ZON 2009-05) from SF-5 Single-family Residential to TF-3 Two-family Residential has been approved.

Analysis: Sewer service is available to serve the site. A Petition, 100 percent, and a Certificate of Petition have been submitted for water improvements.

The plat has been approved by the Metropolitan Area Planning Commission, subject to conditions.

Publication of the Ordinance should be withheld until the plat is recorded with the Register of Deeds.

Financial Considerations: None.

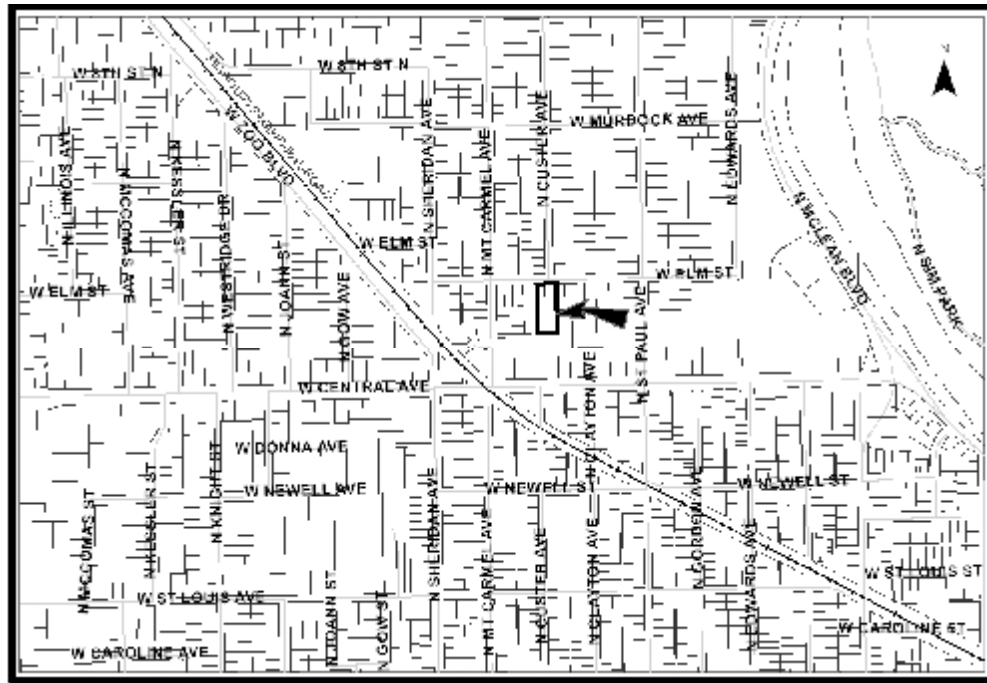
Goal Impact: Ensure Efficient Infrastructure.

Legal Considerations: The Certificate of Petition will be recorded with the Register of Deeds.

The ordinance has been reviewed and approved as to form by the Law Department.

Recommendations/Actions: Approve the document and plat, authorize the necessary signatures, adopt the resolution and approve first reading of the Ordinance.

Attachment: Certificate of Petition



ORDINANCE NO. 48-408

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

BE IT ORDAINED BY THE GOVERNING BODY
OF THE CITY OF WICHITA, KANSAS.

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON 2009-05

Zone change from SF-5 Single-family Residential to TF-3 Two-family Residential, for property described as:

Lot 1, Block 1, Simmons 2nd Addition, Wichita, Sedgwick County, Kansas.

Generally located north of Central, west of Meridian.

SECTION 2. That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

Adopted this 18th day of August 2009.

ATTEST:

Carl Brewer, Mayor

Karen Sublett, City Clerk

(SEAL)

Approved as to form:

Gary E. Rebenstorf, City Attorney

First Published in the Wichita Eagle on August 14, 2009

RESOLUTION NO. 09-265

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF WATER DISTRIBUTION SYSTEM NUMBER 448-90449 (NORTH OF CENTRAL, WEST OF MERIDIAN) IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF WATER DISTRIBUTION SYSTEM NUMBER 448-90449 (NORTH OF CENTRAL, WEST OF MERIDIAN) IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct Water Distribution System Number 448-90449 (north of Central, west of Meridian).

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be Nine Thousand Dollars (\$9,000) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after August 1, 2009, exclusive of the costs of temporary financing.

That, in accordance with the provisions of K.S.A. 12-6a19, a benefit fee be assessed against the improvement district with respect to the improvement district's share of the cost of the existing water main, such benefit fee to be in the amount of Ninety Hundred Fifty-Six Dollars (\$956).

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

SIMMONS 2ND ADDITION

Lot 1, Block 1

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a square foot basis.

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 11th day of August, 2009.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK
(SEAL)

**PRELIMINARY ESTIMATES
FOR CITY COUNCIL AUGUST 11, 2009**

- a. Storm Water Drain #351 to serve Bellechase 2nd Addition (east of 127th Street East, north of Harry) (468-84552/751480/485371) Traffic to be maintained using flagpersons & barricades. (District II) - \$300,000.00
- b. Lateral 415 Four Mile Creek Sewer to serve Bellechase 2nd Addition (east of 127th Street East, north of Harry) (468-84551/744295/480984) Traffic to be maintained using flagpersons & barricades. (District II) - \$115,000.00

City of Wichita
City Council Meeting
August 11, 2009

TO: Mayor and City Council

SUBJECT: Petition for a Water Distribution System to serve an area north of the I-235 Freeway, west of Broadway (District VI)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the petition.

Background: The petition has been signed by two owners representing 100% of the improvement district.

Analysis: The project will extend water lines to a partially developed industrial area.

Financial Considerations: The petition totals \$447,193 with \$142,193 paid by special assessments and \$305,000 by the Water Utility. The Utility share is for the cost of over sizing the pipe line to serve future development outside the improvement district.

Goal Impact: The project addresses the Efficient Infrastructure goal by providing water system improvements to an industrial area.

Legal Considerations: State Statutes provide that a petition is valid if signed by a majority of resident property owners or owners of a majority of property in the improvement district.

Recommendation/Action: It is recommended that the City Council approve the petition, adopt the resolution and authorize the necessary signatures.

Attachments: Map, CIP sheet, petition and resolution.

RESOLUTION NO. 09-266

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF WATER DISTRIBUTION SYSTEM NUMBER 448-90447 (NORTH OF I-235, WEST OF BROADWAY) IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF WATER DISTRIBUTION SYSTEM NUMBER 448-90447 (NORTH OF I-235, WEST OF BROADWAY) IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct Water Distribution System Number 448-90447 (north of I-235, west of Broadway).

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be Nine Thousand Dollars (\$440,000) exclusive of the cost of interest on borrowed money, with 30.68 percent payable by the improvement district and 69.32 percent payable by Wichita Water Utility. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after June 1, 2009, exclusive of the costs of temporary financing.

That, in accordance with the provisions of K.S.A. 12-6a19, a benefit fee be assessed against the improvement district with respect to the improvement district's share of the cost of the existing water main, such benefit fee to be in the amount of Seven Thousand One Hundred Ninety-Three Dollars (\$7,193).

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

FARMERS ADDITION

Lots 1 and 2

KRATZKES ADDITION

Lots 1 and 2

UNPLATTED TRACTS

In Section 29, TWP 26S R1E

Beginning 227 Feet North of Northeast Corner Lot 1 Farmers Addition North 69 Feet Northwesterly to East Line Floodway Southerly To Point 217 Feet North of Northwest Corner Said Lot 1 Easterly to Beginning. (A-518-UP)

Beginning 296 Feet North of the Northeast Corner South 30a Northeast 1/4 Lying West Highway 81 Northwest to Floodway Northeast along Floodway Row to North Line of North 42 acres South 72 acres Northeast 1/4 East to Point North of Beginning South to Beginning. (A-520-UP)

North 132 Feet East 660 Feet Southeast 1/4 (A-556-UP)

Beginning Northeast Corner Lot 1 Farmers Add Northerly Along US 81 227 Feet Westerly to East Line Floodway 217 Feet North of Northwest Corner Said lot 1 Southerly 217 Feet East 136.44 Feet to Beginning (A-519-UP)

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a square foot basis.

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.




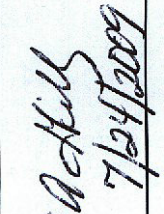
PASSED by the governing body of the City of Wichita, Kansas, this 11th day of August, 2009.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK
(SEAL)



CAPITAL IMPROVEMENT PROJECT AUTHORIZATION CITY OF WICHITA				
1. Initiating Department Public Works		2. Initiating Division Eng	3. Date 7/22/2009	4. Project Description & Location Water Distribution System in area north of I-235, west of Broadway
5. CIP Project Number NI-200424		6. Accounting Number	7. CIP Project Date (Year) 2009	8. Approved by WCC Date
9. Estimated Start Date As Required		10. Estimated Completion Date As Required		
11. Project Revised				
12. Project Cost Estimate				
ITEM	GO	SA	OTHER *	TOTAL
Right of Way				
Paving, grading & const.				
Bridge & Culverts				
Drainage				
Sanitary Sewer				
Sidewalk				
Water		\$142,193	\$305,000	\$447,193
Other				
Totals		\$142,193	\$305,000	\$447,193
Total CIP Amount Budgeted				
Total Prelim. Estimate				
13. Recommendation: Approve the Petition and adopt the Resolution				
Division Head 		Department Head 		Budget Officer 
City Manager 		Date 7/24/2009		

USE:

To Initiate Project
To Revise Project

X

1. Prepare in triplicate
3. City Manager to sign all copies.
4. File original w/ initiating resolution in City Clerk.
5. Return 2nd copy to initiating department.
6. Send 3rd copy to Controller.

Yes	No

Yes	No

Platting Required
Lot Split
Petition
Ordered by WCC

Remarks:

100% Petition

* Water Utility
448-90447

RECEIVED

JUL 09 '09

CITY CLERK OFFICE

WATER DISTRIBUTION SYSTEM PETITION

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

440-90447

Farmers Addition

Lots 1 & 2

(North of I-235,
West of
Broadway)

Kratzkes Addition

Lots 1 & 2

Unplatted Tracts

In Section 29, TWP 26S, R1E

Beginning 227 Feet North of Northeast Corner Lot 1 Farmers Addition North 69 Feet
Northwesterly to East Line Floodway Southerly To Point 217 Feet North of Northwest Corner
Said Lot 1 Easterly to Beginning. (A-518-UP)

Beginning 296 Feet North of the Northeast Corner South 30a Northeast 1/4 Lying West Highway
81 Northwest to Floodway Northeast Along Floodway Row to North Line of North 42 acres
South 72 acres Northeast 1/4 East to Point North of Beginning South to Beginning. (A-520-UP)

North 132 Feet East 660 Feet Southeast 1/4 (A-556-UP)

Beginning Northeast Corner Lot 1 Farmers Add Northerly Along US 81 227 Feet Westerly to
East Line Floodway 217 Feet North of Northwest Corner Said Lot 1 Southerly 217 Feet East
136.44 Feet to Beginning. (A-519-UP)

do hereby petition, pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended:

- (a) That there be constructed a water distribution system, including necessary water mains, pipes, valves, hydrants, and appurtenances to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.
- (b) That the estimated and probable cost of the foregoing improvements being **Four Hundred Forty Thousand Dollars (\$440,000)** exclusive of the cost of interest on borrowed money, with **30.68** percent payable by the

improvement district and **69.32** percent payable by the Wichita Water Utility. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after **June 1, 2009**.

That, in accordance with the provisions of K.S.A. 12-6a19, a benefit fee be assessed against the improvement district with respect to the improvement district's share of the cost of the existing water main, such benefit fee to be in the amount of **Seven Thousand One Hundred Ninety Three Dollars (\$7,193)**.

- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a **Square Foot** basis:

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

2. It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing, whichever occurs first.

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
<u>Farmers Addition</u>		
LOT 1 EXC N 72.5 FT & ALL LOT 2	LARRY'S TRAILER SALES & SERVICE LLC <i>Sherry Hamilton</i>	5-18-09
	<i>L. A. Kratzke</i> SEVERE, KEVIN E	5-18-09
N 72.5 FT LOT 1	<i>Ken Severe</i>	5-29-09
<u>Kratzkes Addition</u>		
LOTS 1 & 2	LARRY'S TRAILER SALES & SERVICE LLC <i>Sherry Hamilton</i>	5-18-09
	<i>L. A. Kratzke</i>	5-18-09

Unplatted Tracts

<p>BEG 227 FT N OF NE COR LOT 1 FARMERS ADD. N 69 FT NWLY TO E LI FLDWY SLY TO PT 217 FT N OF NW COR SAID LOT 1 ELY TO BEG NE ¼ & BEG 296 FT N NE COR S 30A NE1/4 LY W HWY 81 NW TO FLDY NE ALG FLDY ROW TO N LI OF N 42A S 72A NE1/4 E TO PT N OF BEG S TO BEG & N 132 FT E 660 FT SE1/4</p>	<p>LARRY'S TRAILER SALES & SERVICE LLC</p> <p><i>Sherry Hamilton</i> 5-18-09 <i>L. O. Kratzke</i> 5-18-09</p>
<p>BEG NE COR LOT 1 FARMERS ADD NLY ALG US 81 227 FT WLY TO E LI FLDWY 217 FT N OF NW COR SAID LOT 1 SLY 217 FT E 136.44 FT TO BEG NE 1/4</p>	<p>SEVERE, KEVIN E</p> <p><i>Kevin Severe</i> 6/6/09</p>

AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and that the signatures thereon are the genuine signatures of the persons they purport to be to the best of his knowledge and belief, being signed either in the presence of the undersigned or in the presence of one of the resident owners whose signature appears on the petition.

Shawn Mellics
Name

455 N Main
Address

4632
Telephone Number

Sworn to and subscribed before me this 9 day of July, 2009.



Chris Edwards
Deputy City Clerk

**City of Wichita
City Council Meeting
August 11, 2009**

TO: Mayor and City Council

SUBJECT: United States Geological Survey (USGS) Surface Water Agreement
October 1, 2009 through September 30, 2010 (All Districts)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Joint Funding Agreement.

Background: In 1957, as a condition of Federal assistance in construction of the Wichita-Valley Center Flood Control Project, the City of Wichita entered into a cooperative agreement with the United States Geological Survey (USGS) to install and maintain stream recorders along the project. Rainfall recorders were added later for the City's own use.

Analysis: The Department of Public Works uses recorders to monitor rainfall through the drainage basins affecting the project to determine volumes of incoming water. This collected data is transmitted to the National Weather Services, which transmits the data to the River Forecast Center in Tulsa, Oklahoma. The data is statistically analyzed and published by USGS. The Water Department monitors the flow of water into and out of Cheney Reservoir and relays the elevation of the lake to the United States Army Corps of Engineers.

Financial Considerations: The agreement requires the City to pay \$46,744 of the \$71,890 total program cost, with USGS responsible for the balance of \$25,146. Budget for the City's cost is split between the Water Utilities (\$20,440) and Wichita-Sedgwick County Flood Control (\$26,304). These funds have been allocated in the appropriate operating budgets.

Goal Impact: The information received on the rainfall volumes helps provide for a Safe and Secure Community by providing information on which to base flood warnings.

Legal Considerations: The agreement has been approved as to legal form by the Law Department.

Recommendations/Actions: It is recommended the City Council approve the Joint Funding Agreement and authorize the necessary signatures.

Attachments: Cost Distribution Sheet and Joint Funding Agreement.

USGS Joint Funding Agreement
October 1, 2009 - September 30, 2010

Water Department, streamflow-gaging stations:

	USGS	Wichita	FY10 Cost
7144780 NF Ninescah River above Cheney Reservoir	7,344	7,956	15,300
7144790 Cheney Reservoir near Cheney	1,416	3,304	4,720
7144795 NF Ninescah River at Cheney Reservoir	6,120	9,180	15,300
Total Water Department	14,880	20,440	35,320

Public Works Department, streamflow-gaging stations:

7144470 Cowskin Creek at 29th Street North of Wichita	1,416	3,304	4,720
7144485 Cowskin Creek at Maple Street	4,590	10,710	15,300
7144550 Arkansas River at Derby	4,260	6,390	10,650
Rental of 6 recorders and support equipment		5,900	5,900
Total Public Works Department	10,266	26,304	36,570
Total Program FY10	25,146	46,744	71,890
Total Program FY09	24,446	45,045	69,491

Form 9-1366
(Oct. 2005)

**U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement**

Customer #: KS006
Agreement #: 10C4KS000200000
Project #: 8595A0U
TIN #: 486000653
Fixed Cost Agreement ☒ Yes ☐ No

Page 1 of 2

**FOR
STREAMGAGING**

THIS AGREEMENT is entered into as of the 1st day of October, 2009, by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the CITY OF WICHITA, KANSAS, party of the second part.

1. The parties hereto agree that subject to availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation streamgaging at 6 sites and miscellaneous services, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50; and 43 USC 50b.
2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) includes In-Kind Services in the amount of \$0.

(a) \$25,146 by the party of the first part during the period
October 1, 2009 to September 30, 2010

(b) \$46,744 by the party of the second part during the period
October 1, 2009 to September 30, 2010

(c) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.

(d) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.
4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.
5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.
6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.
7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

Form 9-1366
continued

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement

Customer #: KS006
Agreement #: 10C4KS000200000
Project #: 8595A0U
TIN #: 486000653

8. The maps, records, or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records, or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at costs, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records, or reports published by either party shall contain a statement of the cooperative relations between the parties.
9. USGS will issue billings utilizing Department of the Interior Bill for Collection (form DI-1040). Billing documents are to be rendered **QUARTERLY**. Payments of bills are due within 60 days after the billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30 day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983).

U.S. Geological Survey
United States
Department of the Interior

City of Wichita
Department of Public Works

USGS Point of Contact

Name: Jim Putnam
Address: 4821 Quail Crest Place
Lawrence, KS
66049
Telephone: 785-832-3573
Email: jputnam@usgs.gov

Customer Point of Contact

Name: Christopher Carrier
Address: 455 North Main,
Wichita, KS
67202
Telephone: 316-268-4422
Email: CCarrier@wichita.gov

Signatures

By Walter R. Aucott Date 7/13/09
Name: Walter R. Aucott
Title: Director, KS WSC

By _____ Date _____
Name: _____
Title: _____

By _____ Date _____
Name: _____
Title: _____

Signatures

By Christopher M. Carrier Date 7-21-09
Name: Christopher M. Carrier, P.E.
Title: Director of Public Works

By David Warren Date 7/22/09
Name: David Warren
Title: Director of Water Utilities

By _____ Date _____
Name: Carl Brewer
Title: Mayor, City of Wichita

Approval to Form:

Gary Rebenstorf
Gary Rebenstorf
Director of Law

City of Wichita
City Council Meeting
August 11, 2009

TO: Mayor and City Council

SUBJECT: Water Treatment Plant Residuals Project, Pipeline A – Change Order

INITIATED BY: Wichita Water Utilities

AGENDA: Consent

Recommendation: Approve Change Order No. 2 with Dondlinger & Sons Construction Co., Inc. for additional work on the Water Treatment Plant Residuals Project.

Background: On February 10, 2009, the City Council approved a Contract with Dondlinger & Sons Construction Co., Inc. to construct Pipelines A & B for the Water Treatment Plant Residuals Project. This 16-inch pipeline A will tie the Residual Handling Facilities to the existing 16-inch residuals pipeline at the intersection of 13th Street and Amidon.

Analysis: The Water Treatment Plant uses lime as a softening agent and ferric sulphate as a coagulant in the water treatment processes. These two chemicals bind to the sediments and impurities in the water, causing them to become heavier and allowing them to settle and then be removed. The residuals that settle are pumped out of the basins to either the Residuals Handling Facility, or recycled to the head of the plant where the chemical residual continues to provide treatment.

The plans for the new pipeline and existing piping layout for the Water Treatment Plant were created from multiple plans for construction and alterations over the years. The plan set was reviewed by Staff and appeared to be correct; however, when construction began, the piping and actual depth of the pipe, as shown on the plans, were nine (9) feet below the elevation shown. This resulted in extra materials, additional shoring and dewatering of the site.

Financial Consideration: The original Contract for pipeline A was \$383,069. Change Order No. 1 increased the Contract by \$37,688 for a total of \$420,757.25 or 8.96 percent. Change Order No. 2 will increase the Contract by \$8,725 for a total of \$429,482 or 2.03 percent. Funds are available in CIP W-014, Water Treatment Plant Residuals.

Goal Impact: The Change Order will ensure efficient infrastructure by providing reliable, compliant and secure utilities.

Legal Considerations: The Change Order has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve the Change Order and authorize the necessary signatures.

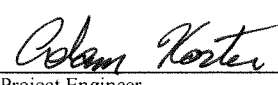
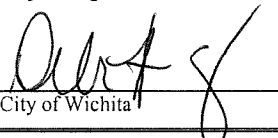
Attachments: Change Order No. 2 with Dondlinger & Sons Construction Co., Inc.

CONTRACT CHANGE ORDER

INSTITUTION City of Wichita, Kansas	LOCATION Pipeline A	DATE: July 20, 2009
PROJECT TITLE Water Plant Residuals Disposal Improvements: Pipeline A & B		CHANGE ORDER NO. 2 PAGE NO.
CONTRACT WORK Installation of 16" Lime Slurry Line		NET AMOUNT OF CHANGE ORDER ADD \$ 8,725.00 DEDUCT \$ _____

DESCRIPTION OF WORK, STATEMENT OF NECESSITY AND SOURCE OF REQUEST			AMOUNT
At the request of Dondlinger & Sons Construction Co., Inc., the following changes have been requested:			
1.	Existing 16" Pipe Elevation	Excavation, shoring, backfill, dewatering, pipe, Rock, and UD-1 bedding	7,900.00
2.	4" Yellowmine Pipe	Pipe, 45° bend with Mega-lugs and cap	825.00
3.			
4.			
5.			
6.			
7.			
TOTAL CHANGE ORDER REQUEST			\$ 8,725.00

The Original Contract Sum was.....	\$ 383,069.25
Net Change by Previous Change Orders	\$ 37,688.00
The Contract Sum prior to this Change Order was.....	\$ 420,757.25
The Contract Sum will be increased by the Change Order	\$ 8,725.00
Net New Contract Sum including this Change Order will be.....	\$ 429,482.25
The Contract Time will be (increased/decreased) by	0 days
The Date of Completion as of the Date of this Change Order therefore is	November 10, 2009

REQUEST INFORMATION NECESSARY BEFORE APPROVAL	APPROVALS
<ul style="list-style-type: none"> This request was initiated by <input type="checkbox"/> Arch/Eng. <input type="checkbox"/> Agency <input checked="" type="checkbox"/> Contr. Is this request necessitated by design error or omission? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Is this request a result of change in program? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Is this request a result of field conditions? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If none of above, state reason: _____ 	<div style="display: flex; justify-content: space-between;"> <div>  Project Engineer </div> <div> 7-20-09 Date </div> </div> <div style="display: flex; justify-content: space-between;"> <div>  City of Wichita </div> <div> 7-20-09 Date </div> </div>


CONTRACTOR'S ACCEPTANCE

Dondlinger & Sons Construction Co., Inc.

Contractor's Name

PO Box 398 Wichita, KS 67201-0398

Contractor's Address

By:  Date: 7-20-09

Agreed to this _____ day of _____, 2009

Approved:

Dondlinger & Sons Construction Co., Inc

Approved:

City of Wichita

By: _____

By: _____

Date: _____


Date: _____

ATTEST:

By: _____

Karen Sublett, City Clerk

APPROVED AS TO FORM:

By: 
Gary Rebenstorf, Director of Law

CITY OF WICHITA
City Council Meeting
August 11, 2009

TO: Mayor and City Council Members

SUBJECT: Partial Acquisition of Agricultural Land Near 117th Street North and 119th Street West for the Integrated Local Water Supply Plan (County)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On August 3, 1993, the City Council approved the Water Supply Plan prepared by Burns & McDonnell/MKEC Engineering Consultants. The Plan identified cost-effective water resource projects to meet the City's future water needs. On October 10, 2000, City Council approved the projects and implementation of the plan. One portion of the Water Supply Plan is the groundwater recharge project. The groundwater recharge includes the capture of above base flow water (water which is generated from rainfall runoff above the base river flow) in the Little Arkansas River, transferred to and stored in the aquifer. The recovery and use of this water will meet future demands for the City of Wichita.

Analysis: Certain sites have been identified as necessary for the capture of above base flow water, locations for water treatment facilities, recharge/recovery wells, and recharge basins. Two particular sites along the northwest side of 117th Street North and 119th Street West are impacted by the need to cross the property with a water transmission pipeline.

The first property is irrigated cropland consisting of 74 acres. The proposed easement runs through the property diagonally and consists of 2.51-acres. A temporary easement for construction is also required and said easement consists of 2.88-acres. The seller has agreed to accept the market analysis of comparable properties value of \$4,678, or \$1,278 an acre for the pipeline easement and \$511 an acre for the temporary easement.

The second property is dry cropland and while it is owned by a corporation, the parties involved also own the afore-mentioned, adjacent property. The subject tract is comprised of 77 acres. A 1.15-acre pipeline easement is required from the northeast portion of the subject property in addition to a 1.66-acre temporary easement during construction. The seller has agreed to accept the market analysis of comparable properties value of \$1,633, or \$900 an acre for the pipeline easement and \$360 an acre for the temporary easement.

Financial Considerations: A budget of \$7,811 is requested; this includes \$6,311 for the acquisitions, \$1,500 for title work, title insurance, closing costs and recording fees. Funding for this project is included in the Capital Improvement Plan (CIP) in W-549, Water Supply Plan Phase III, which has an available funding of over \$7.6 million

Goal Impact: The acquisition of these parcels is necessary to ensure efficient infrastructure.

Legal Considerations: The Law Department has approved the contract and easements as to form.

Recommendation/Action: It is recommended that the City Council approve the agreement and authorize the necessary signatures.

Attachments: Real estate purchase agreements, permanent easements, temporary easements and area maps.

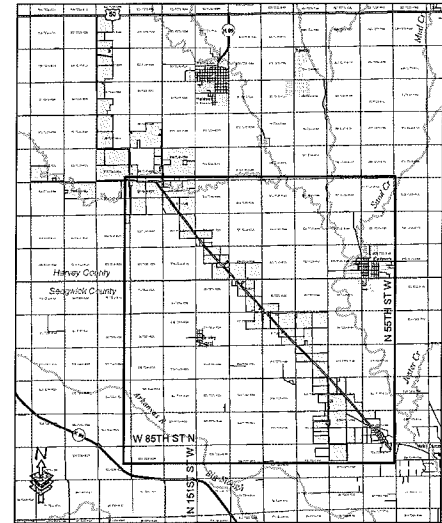


BID PACKAGE 1

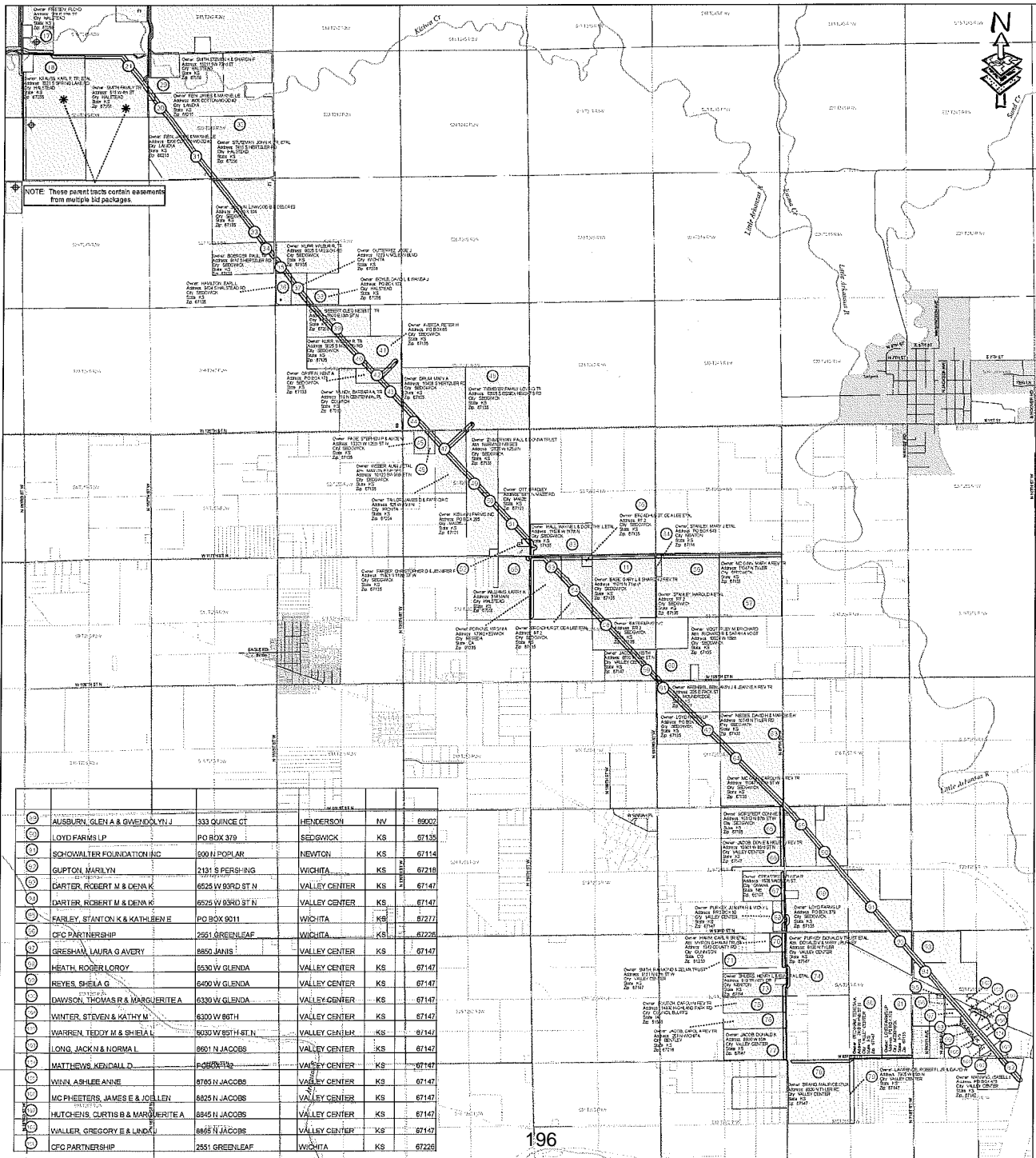
Property Acquisition Map

Legend

- Section Lines
- City Limits
- County Boundaries
- Streets and Roads
- Highways
- Rivers and Streams
- Parent Tracts
- Bid Package 1 Easements
- Bid Package 2 Easements
- Bid Package 3 Easements
- Well Location
- Well ID Number
- Parent Tract ID Number



Q:\2007\07685\Brent\Project GIS\ASR Bid Package2 Easements.mxd
 Last saved 2/2/2009 by SAD
 NAD_1983_StatePlane_Kansas_South_FIPS_1502_Feet
 Projection: Lambert_Conformal_Conic
 Professional Engineering Consultants, P.A.
 333 S. Topoka
 Wichita, KS 67202
 Ph. (316) 262-2691
 © 2008 Professional Engineering Consultants, P.A.



EASEMENT

A 60.5 feet wide strip of land lying on the left side (northeasterly side) of a line described as: Commencing at the northwest corner of the East half of the Southeast Quarter of Section 1, Township 25 South, Range 2 West of the Sixth Principal Meridian, Sedgwick County, Kansas; thence on an assumed bearing of $S00^{\circ}26'39''E$, 651.54 feet along the west line of said East half to the Point of Beginning; thence $S42^{\circ}52'26''E$, 1748.21 feet to the Point of Termination, said point being 699.35 feet north of the south line of said East half. Said tract contains 2.51 acres, more or less.

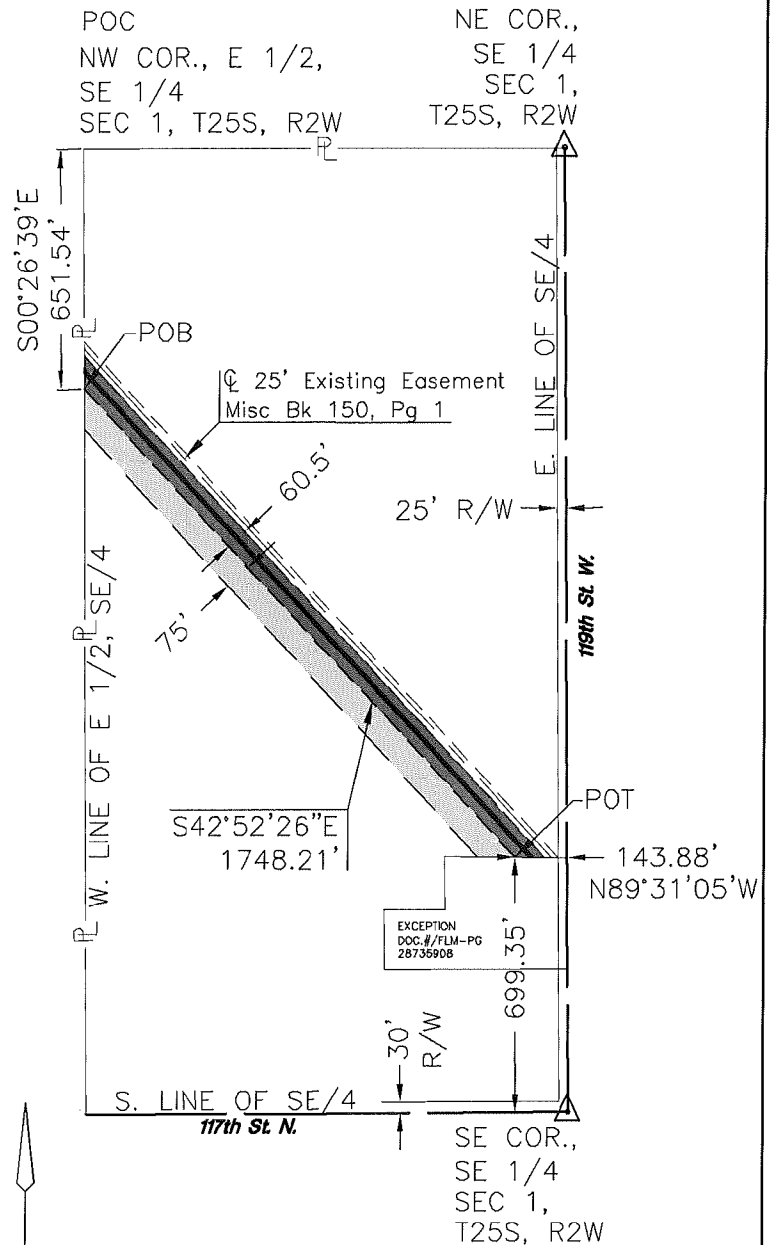
The above easement adjoins the southwesterly side of an easement described in Condemnation Case No. 104,110 and recorded in Miscellaneous Book 150, Page 1.

The sidelines of the above described strip of land are to be shortened or lengthened to form continuous lines and to terminate on the west line of said East half and on the north line of a tract described in DOC. #/FLM-PG 28735908.

CONSTRUCTION EASEMENT

A 75 feet wide strip of land lying on the right side (southwesterly side) of a line described as: Commencing at the northwest corner of the East half of the Southeast Quarter of Section 1, Township 25 South, Range 2 West of the Sixth Principal Meridian, Sedgwick County, Kansas; thence on an assumed bearing of $S00^{\circ}26'39''E$, 651.54 feet along the west line of said East half to the Point of Beginning; thence $S42^{\circ}52'26''E$, 1748.21 feet to the Point of Termination, said point being 699.35 feet north of the south line of said East half. Said tract contains 2.88 acres, more or less.

The sidelines of the above described strip of land are to be shortened or lengthened to form continuous lines and to terminate on the west line of said East half and on the north line of a tract described in DOC. #/FLM-PG 28735908.



LEGEND

POC - Point of Commencement
POB - Point of Beginning
POT - Point of Termination

Easement (2.51 acres)

Construction Easement (2.88 acres)

Proposed Water Line

I:\MAP\2008\08248\DWG APRIL 2009\TRACT MAPS\51.DWG

THIS TRACT EXHIBIT DOES NOT CONSTITUTE A BOUNDARY SURVEY PLAT

**DIAGONAL TRANSMISSION MAIN
AND RIVER INTAKE LINE**

PROJECT NAME

TRACT 51

SHEET TITLE

DFL
DESIGN BY:

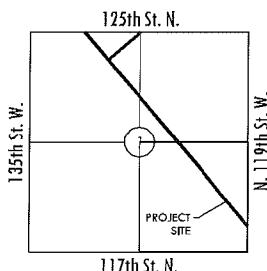
DSN/AAM/DM
DRAWN BY:

CWL
CHECKED BY:

APRIL 2009
DATE

08248
JOB NO.

1 / 1
SHEET/OF



VICINITY MAP

OWNER:

Ott, Bradley J.
6411 N. Maize Rd.



CDM

Camp Dresser & McKee
345 Riverview, Ste. 520
Wichita, KS 67203
Tel: (316) 660-6700
consulting • engineering • construction • operations

MKEC
ENGINEERING
CONSULTANTS, INC.

EASEMENT PURCHASE CONTRACT

THIS AGREEMENT, Made and entered into this ____ day of _____, 2009 by and between Bradley J. Ott, party of the First Part, hereinafter referred to as "Seller," whether one or more, and City of Wichita, KS, a Municipal Corporation, party of the Second Part, hereinafter referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a good and sufficient Permanent Easement and/or Temporary Construction Easement of the following described real property, situated in Sedgwick County, Kansas, to wit:

Permanent Easement (Pipeline – Parcel “A”) A 60.5 feet wide strip of land lying on the left side (northeasterly side) of a line described as: Commencing at the northwest corner of the east half of the Southeast Quarter of Section 1, Township 25 South, Range 2 West of the Sixth Principal Meridian, Sedgwick County, Kansas; thence on an assumed bearing of S00°26'39"E, 651.54 feet along the west line of said east half to the Point of Beginning; thence S42°52'26"E, 1748.21 feet to the Point of Termination, said point being 699.35 feet north of the south line of said east half. Said tract contains 2.51 acres, more or less.

The above easement adjoins the southwesterly side of an easement described in Condemnation Case No. 104,110 and recorded in Miscellaneous Book 150, Page 1.

The sidelines of the above described strip of land are to be shortened or lengthened to form continuous lines and to terminate on the west line of said east half and on the north line of the tract described in DOC.#/FLM-PG 28735908.

Temporary Easement (Construction – Parcel “B”) A 75 feet wide strip of land lying on the right side (southwesterly side) of a line described as: Commencing at the northwest corner of the east half of the Southeast Quarter of Section 1, Township 25 South, Range 2 West of the Sixth Principal Meridian, Sedgwick County, Kansas; thence on an assumed bearing of S00°26'39"E, 651.54 feet along the west line of said east half to the Point of Beginning; thence S42°52'26"E, 1748.21 feet to the Point of Termination, said point being 699.35 feet north of the south line of said east half. Said tract contains 2.88 acres, more or less.

The sidelines of the above described strip of land are to be shortened or lengthened to form continuous lines and to terminate on the west line of said east half and on the north line of a tract described in DOC.#/FLM-PG 28735908.

2. The Buyer hereby agrees to purchase and pay to the Seller the sum of Four Thousand Six Hundred Seventy-Eight Dollars and No Cents (\$4,678.00) in the manner following, to-wit: cash at closing, which sum the Seller agrees is adequate compensation for such conveyance to Buyer of the above described real property, a temporary construction easement, any and all damages including but not limited to severance, crops at time of construction, crops for one year after initiation of construction, drainage and fencing.

3. A complete abstract of title certified to date, or a title insurance company's commitment to insure, to the above described real property, showing a merchantable title vested in the Seller, subject to easements and restrictions of record is required. The Title Evidence shall be sent to Property Management Division for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title.
4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.
5. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before July 31, 2009.
6. The Seller agrees to convey the above described premises with any and all personal property removed from within the easement area(s). Seller further agrees that any maintenance and use of said easement shall be in a manner that does not interfere with or endanger the construction, operations and maintenance of Buyer's improvements.
7. Possession to be given to Buyer on date of closing.
8. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 0% by Seller and 100% by Buyer. Buyer will pay 100% closing costs.
9. In the event there are crop damages outside the easement area during construction or, crop damages resulting from the Buyer's other maintenance, operation, replacement or repairs to the pipeline, the Seller hereby agrees to file a claim with the City of Wichita, KS, City Clerk's Office, 455 North Main, Wichita, KS 67202, (316)268-4529.
10. Buyer and Seller hereby agree that Buyer, contractors and assigns will remove, store and reinstall topsoil removed from the easement corridor as a result of construction. Said topsoil, separate from bedding soil, will be temporarily stored within a temporary construction easement.
11. Buyer hereby agrees that the finished grade will match the existing grade as it currently exists upon completion of the project.
12. Site Assessment
 - A. At any time prior to closing of this Agreement, the buyer shall have the right to conduct or cause to be conducted an environmental site assessment and/or testing on the property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the property, the Buyer shall have the right to void this agreement upon notice to the Seller, in which event neither party shall be under any further obligation to the other, with the exception that Seller shall return to Buyer any deposit made hereunder.
 - B. The Buyer or its agents shall have the right, without the obligation, to enter upon the property prior to closing to undertake an environmental site assessment or any other inspection of the property at the Buyer's sole expense.

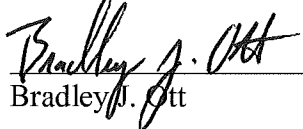
C. Provided, however, Buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to this paragraph. If a site assessment cannot be completed prior to the closing date set herein, then the Buyer and Seller shall, unless Buyer chooses to void this agreement, close within ten (10) days of the completion of such site assessment. The Buyer shall, if Buyer determines that a site assessment is necessary, exercise good faith in commencing and diligently completing such site assessment.

13. Buyer agrees to indemnify and hold harmless Seller from any and all claims for personal injury and/or property damage resulting from any and all claims, expenses, suits or other costs relating to Buyer's occupancy of the subject property prior to closing. Buyer's occupancy of the subject property prior to execution shall be completely at the risk of Buyer and Seller shall bear no responsibility whatsoever for the actions of Buyer and/or its contractors or subcontractors for matters related to such occupancy.

14. Paragraphs 6, 9-11 and 13 shall survive the closing.

WITNESS OUR HANDS AND SEALS the day and year first above written.

SELLER:



Bradley J. Ott

BUYER:

ATTEST:

Carl Brewer, Mayor

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

PIPELINE EASEMENT

THIS EASEMENT made this 8th day of July, 2009 by Bradley J. Ott, "Grantor" and The City of Wichita, Kansas, a Municipal Corporation, "Grantee".

WITNESSETH: That Grantor, in consideration of one dollar and other good and valuable considerations, the receipt whereof is hereby acknowledged, do hereby grant and convey unto Grantee a perpetual easement for the purpose of constructing, operating, maintaining, inspecting and repairing a pipeline for the transmission of water and other equipment which the Grantee shall deem necessary under the following described real estate situated in Sedgwick County, Kansas, to wit:

Permanent Easement (Pipeline – Parcel "A") A 60.5 feet wide strip of land lying on the left side (northeasterly side) of a line described as: Commencing at the northwest corner of the east half of the Southeast Quarter of Section 1, Township 25 South, Range 2 West of the Sixth Principal Meridian, Sedgwick County, Kansas; thence on an assumed bearing of S00°26'39"E, 651.54 feet along the west line of said east half to the Point of Beginning; thence S42°52'26"E, 1748.21 feet to the Point of Termination, said point being 699.35 feet north of the south line of said east half. Said tract contains 2.51 acres, more or less.

The above easement adjoins the southwesterly side of an easement described in Condemnation Case No. 104,110 and recorded in Miscellaneous Book 150, Page 1.

The sidelines of the above described strip of land are to be shortened or lengthened to form continuous lines and to terminate on the west line of said east half and on the north line of the tract described in DOC.#/FLM-PG 28735908.

This easement is for the installation and maintenance of underground utilities and associated appurtenances. Grantee shall not disturb or alter the surface of the property after the completion of the installation of any utilities installed hereunder without first obtaining the written consent of the Grantor, its heirs and assigns.

The amenities installed hereunder shall remain the property of Grantee, and Grantee shall have the right to inspect, rebuild, remove, repair, improve and make alterations to its facilities as it may from time to time deem advisable.

Grantor, his successors and assigns, may use the land within the easement for any purpose not inconsistent with the rights hereby granted, provided such use does not interfere with or endanger the construction, operations and maintenance of Grantee's facilities.

Grantee shall in no way interfere with the Grantors use and enjoyment of the surface of the property.

For the purpose of constructing, inspecting, maintaining or operating its facilities, Grantee shall have the right of ingress and egress from the easement over the lands of Grantor adjacent to said easement and lying between public or private roads. Grantee shall exercise said right in practicable manner whereby Grantee attempts to cause the least damage and inconvenience to Grantor. Grantee shall pay for any damages to growing crops caused by actions of Grantee in inspecting, maintaining or operating said facility.

Grantee shall not interfere with the ingress and egress of the Grantor, his heirs and assigns. Should it become necessary to relocate the facilities of the Grantee to aid in the future development of the subject property, Grantee hereby agrees to cooperate with Grantor in relocating said facilities. However, Grantor shall reimburse Grantee for the actual cost of relocating said facilities.

IN WITNESS WHEREOF: Grantor has signed these presents the day and year first

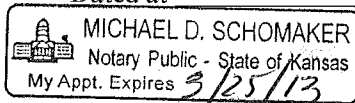
written

Bradley J. Ott
Bradley J. Ott

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

Personally appeared before me a notary public in and for the County and State aforesaid BRADLEY J. OTT to me personally known to be the same persons who executed the foregoing instrument of writing and said persons duly acknowledged the execution thereof.

Dated at MAIZE, Kansas, this 8th day of July, 2009.



Michael D. Schomaker
Notary Public

My Commission expires 3/25/13

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT made this 8th day of July, 2009, by and between Bradley J. Ott, (hereinafter referred to as "Grantor") and the City of Wichita, Kansas, a Municipal Corporation, (hereinafter referred to as "Grantee")

WITNESSETH: That the said Grantor, in consideration of one dollar and other good and valuable considerations, the receipt whereof is hereby acknowledged, do hereby grant and convey unto the Grantee a Temporary Right-Of-Way for the purpose of constructing, maintaining, and repairing utilities, over, along and under the following described real estate situated in Sedgwick County, Kansas, to wit:

Temporary Easement (Construction – Parcel "B") A 75 feet wide strip of land lying on the right side (southwesterly side) of a line described as: Commencing at the northwest corner of the east half of the Southeast Quarter of Section 1, Township 25 South, Range 2 West of the Sixth Principal Meridian, Sedgwick County, Kansas; thence on an assumed bearing of S00°26'39"E, 651.54 feet along the west line of said east half to the Point of Beginning; thence S42°52'26"E, 1748.21 feet to the Point of Termination, said point being 699.35 feet north of the south line of said east half. Said tract contains 2.88 acres, more or less.

The sidelines of the above described strip of land are to be shortened or lengthened to form continuous lines and to terminate on the west line of said east half and on the north line of a tract described in DOC.#/FLM-PG 28735908.

And said Grantee is hereby granted the right to enter upon said premises at any time for the purpose of constructing, operating, maintaining, and repairing such utility improvements for a period of twenty-four months from the onset of construction. This temporary easement shall expire automatically at the end of the described.

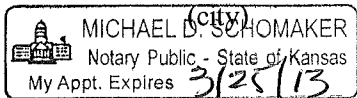
IN WITNESS WHEREOF: The said Grantor have signed these presents the day and year first written.

Bradley J. Ott
Bradley J. Ott

STATE OF KANSAS)
) ss:
_____ COUNTY)

Personally appeared before me a notary public in and for the County and State aforesaid BRADLEY J. OTT came to me personally known to be the same persons who executed the foregoing instrument of writing and said persons duly acknowledged the execution thereof.

Dated at MAIZE, Kansas, this 8th day of July, 2009.



Michael D. Schomaker
Notary Public

My Commission expires: 3/25/13

EASEMENT

A 60.5 feet wide strip of land lying on the left side (northeasterly side) of a line described as: Commencing at the northeast corner of the West half of the Southeast Quarter of Section 1, Township 25 South, Range 2 West of the Sixth Principal Meridian, Sedgwick County, Kansas; thence on an assumed bearing of S89°53'22"W, 598.76 feet along the north line of said Southeast Quarter to the Point of Beginning; thence S42°52'26"E, 887.44 feet to the Point of Termination, said point being on the east line of said West half S00°26'39"E, 651.54 feet south of the northeast corner of the said West half. Said tract contains 1.15 acres, more or less.

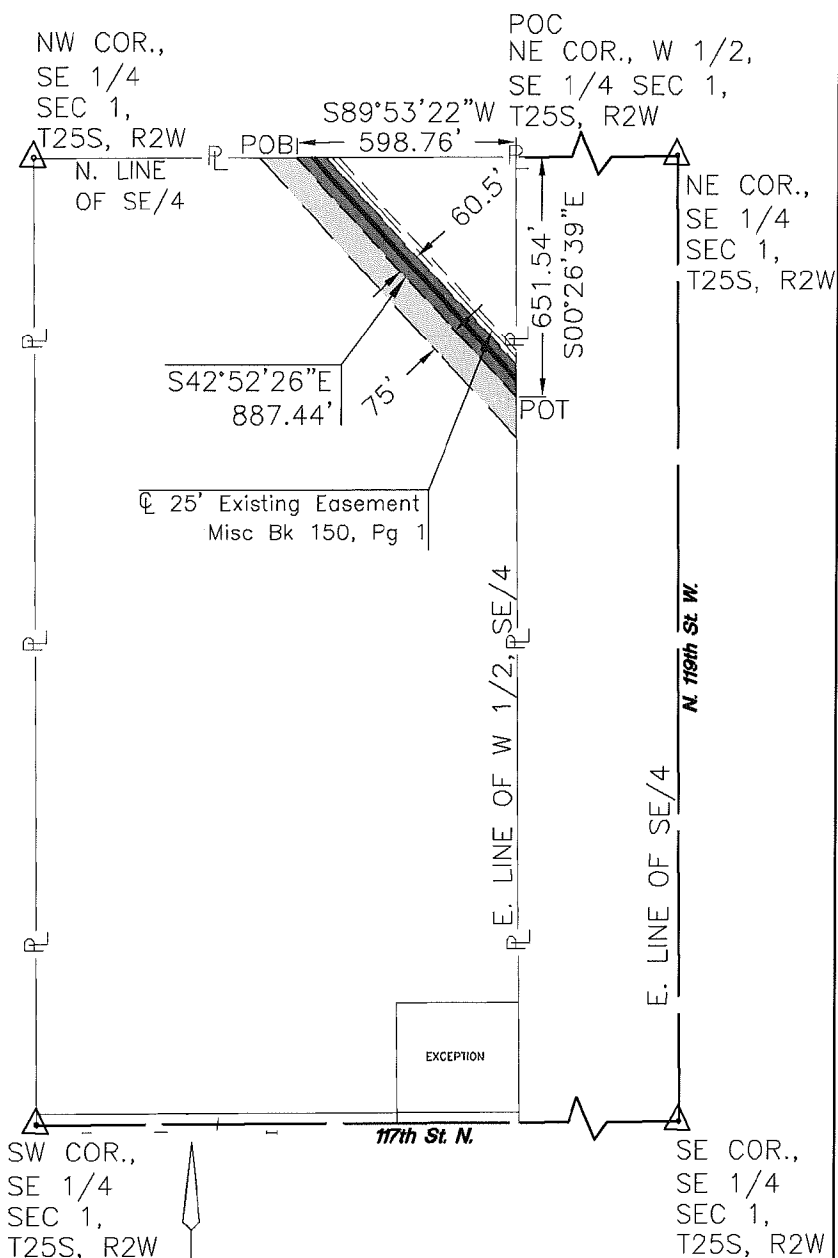
The above easement adjoins the southwesterly side of an easement described in Condemnation Case No. 104,110 and recorded in Miscellaneous Book 150, Page 1.

The sidelines of the above described strip of land are to be shortened or lengthened to form continuous lines and to terminate on the north line of said West half and on the east line of said West half.

CONSTRUCTION EASEMENT

A 75 feet wide strip of land lying on the right side (southwesterly side) of a line described as: Commencing at the northeast corner of the West half of the Southeast Quarter of Section 1, Township 25 South, Range 2 West of the Sixth Principal Meridian, Sedgwick County, Kansas; thence on an assumed bearing of S89°53'22"W, 598.76 feet along the north line of said Southeast Quarter to the Point of Beginning; thence S42°52'26"E, 887.44 feet to the Point of Termination, said point being on the east line of said West half S00°26'39"E, 651.54 feet south of the northeast corner of the said West half. Said tract contains 1.66 acres, more or less.

The sidelines of the above described strip of land are to be shortened or lengthened to form continuous lines and to terminate on the north line of said West half and on the east line of said West half.



LEGEND

POC - Point of Commencement
POB - Point of Beginning
POT - Point of Termination

Easement (1.15 acres)

Construction Easement (1.66 acres)

Proposed Water Line

I:\MAP\2008\08248\DWG APRIL 2009\TRACT MAPS\50.DWG

OWNER:

SCALE: 1" = 500'

Ken-Win Farms Inc.
P.O. BOX 295
Maize, KS



CDM

Camp Dresser & McKee
345 Riverview, Ste. 520
Wichita, KS 67203
Tel: (316) 660-6700
consulting • engineering • construction • operations

MKEC
ENGINEERING
CONSULTANTS, INC.

THIS TRACT EXHIBIT DOES NOT CONSTITUTE A BOUNDARY SURVEY PLAT

DIAGONAL TRANSMISSION MAIN AND RIVER INTAKE LINE

PROJECT NAME

TRACT 50

SHEET TITLE

DLF
DESIGN BY:

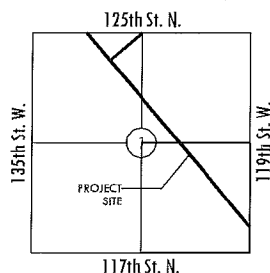
DSN/AAM/DM
DRAWN BY:

CWL
CHECKED BY:

APRIL 2009
DATE

08248
JOB NO.

1 / 1
SHEET/OF



VICINITY MAP

EASEMENT PURCHASE CONTRACT

THIS AGREEMENT, Made and entered into this ____ day of _____, 2009 by and between Ken-Win Farms, Inc., party of the First Part, hereinafter referred to as "Seller," whether one or more, and City of Wichita, KS, a Municipal Corporation, party of the Second Part, hereinafter referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a good and sufficient Permanent Easement and/or Temporary Construction Easement of the following described real property, situated in Sedgwick County, Kansas, to wit:

Permanent Easement (Pipeline – Parcel “A”) A 60.5 feet wide strip of land lying on the left side (northeasterly side) of a line decribed as: Commencing at the northeast corner of the west half of the Southeast Quarter of Section 1, Township 25 South, Range 2 West of the Sixth Principal Meridian, Sedgwick County, Kansas; thence on an assumed bearing of S89°53'22"W, 598.76 feet along the north line of said Southeast Quarter to the Point of Beginning; thence S42°52'26"E, 887.44 feet to the Point of Termination, said point being on the east line of said west half S00°26'39"E, 651.54 feet south of the northeast corner of the said west half. Said tract contains 1.15 acres, more or less.

The above easement adjoins the southwesterly side of an easement described in Condemnation Case No. 104,110 and recorded in Miscellaneous Book 150, Page 1.

The sidelines of the above described strip of land are to be shortened or lengthened to form continuous lines and to terminate on the north line of said west half and on the east line of said west half.

Temporary Easement (Construction – Parcel “B”) A 75 feet wide strip of land lying on the right side (southwesterly side) of a line described as: Commencing at the northeast corner of the west half of the Southeast Quarter of Section 1, Township 25 South, Range 2 West of the Sixth Principal Meridian, Sedgwick County, Kansas; thence on an assumed bearing of S89°53'22"W, 598.76 feet along the north line of said Southeast Quarter to the Point of Beginning; thence S42°52'26"E, 887.44 feet to the Point of Termination, said point being on the east line of said west half S00°26'39"E, 651.54 feet south of the northeast corner of the said west half. Said tract contains 1.66 acres, more or less.

The sidelines of the above described strip of land are to be shortened or lengthened to form continuous lines and to terminate on the north line of said west half and on the east line of said west half.

2. The Buyer hereby agrees to purchase and pay to the Seller the sum of One Thousand Six Hundred Thirty-Three Dollars and No Cents (\$1,633.00) in the manner following, to-wit: cash at closing, which sum the Seller agrees is adequate compensation for such conveyance to Buyer of the above described real property, a temporary construction easement, any and all damages including but not limited to severance, crops at time of construction, crops for one year after

initiation of construction, drainage and fencing.

3. A complete abstract of title certified to date, or a title insurance company's commitment to insure, to the above described real property, showing a merchantable title vested in the Seller, subject to easements and restrictions of record is required. The Title Evidence shall be sent to Property Management Division for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title.
4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.
5. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before July 31, 2009.
6. The Seller agrees to convey the above described premises with any and all personal property removed from within the easement area(s). Seller further agrees that any maintenance and use of said easement shall be in a manner that does not interfere with or endanger the construction, operations and maintenance of Buyer's improvements.
7. Possession to be given to Buyer on date of closing.
8. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 0% by Seller and 100% by Buyer. Buyer will pay 100% closing costs.
9. In the event there are crop damages outside the easement area during construction or, crop damages resulting from the Buyer's other maintenance, operation, replacement or repairs to the pipeline, the Seller hereby agrees to file a claim with the City of Wichita, KS, City Clerk's Office, 455 North Main, Wichita, KS 67202, (316)268-4529.
10. Buyer and Seller hereby agree that Buyer, contractors and assigns will remove, store and reinstall topsoil removed from the easement corridor as a result of construction. Said topsoil, separate from bedding soil, will be temporarily stored within a temporary construction easement.
11. Buyer hereby agrees that the finished grade will match the existing grade as it currently exists upon completion of the project.
12. Site Assessment
 - A. At any time prior to closing of this Agreement, the buyer shall have the right to conduct or cause to be conducted an environmental site assessment and/or testing on the property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the property, the Buyer shall have the right to void this agreement upon notice to the Seller, in which event neither party shall be under any further obligation to the other, with the exception that Seller shall return to Buyer any deposit made hereunder.
 - B. The Buyer or its agents shall have the right, without the obligation, to enter upon

the property prior to closing to undertake an environmental site assessment or any other inspection of the property at the Buyer's sole expense.

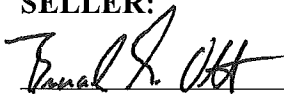
C. Provided, however, Buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to this paragraph. If a site assessment cannot be completed prior to the closing date set herein, then the Buyer and Seller shall, unless Buyer chooses to void this agreement, close within ten (10) days of the completion of such site assessment. The Buyer shall, if Buyer determines that a site assessment is necessary, exercise good faith in commencing and diligently completing such site assessment.

13. Buyer agrees to indemnify and hold harmless Seller from any and all claims for personal injury and/or property damage resulting from any and all claims, expenses, suits or other costs relating to Buyer's occupancy of the subject property prior to closing. Buyer's occupancy of the subject property prior to execution shall be completely at the risk of Buyer and Seller shall bear no responsibility whatsoever for the actions of Buyer and/or its contractors or subcontractors for matters related to such occupancy.

14. Paragraphs 6, 9-11 and 13 shall survive the closing.

WITNESS OUR HANDS AND SEALS the day and year first above written.

SELLER:



Bruce K. Ott, President
Ken-Win Farms, Inc.

BUYER:

ATTEST:

Carl Brewer, Mayor

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

PIPELINE EASEMENT

THIS EASEMENT made this 8th day of July, 2009 by Ken-Win Farms, Inc., "Grantor" and The City of Wichita, Kansas, a Municipal Corporation, "Grantee".

WITNESSETH: That Grantor, in consideration of one dollar and other good and valuable considerations, the receipt whereof is hereby acknowledged, do hereby grant and convey unto Grantee a perpetual easement for the purpose of constructing, operating, maintaining, inspecting and repairing a pipeline for the transmission of water and other equipment which the Grantee shall deem necessary under the following described real estate situated in Sedgwick County, Kansas, to wit:

Permanent Easement (Pipeline – Parcel "A") A 60.5 feet wide strip of land lying on the left side (northeasterly side) of a line decribed as: Commencing at the northeast corner of the west half of the Southeast Quarter of Section 1, Townships 25 South, Range 2 West of the Sixth Principal Meridian, Sedgwick County, Kansas; thence on an assumed bearing of S89°53'22"W, 598.76 feet along the north line of said Southeast Quarter to the Point of Beginning; thence S42°52'26"E, 887.44 feet to the Point of Termination, said point being on the east line of said west half S00°26'39"E, 651.54 feet south of the northeast corner of the said west half. Said tract contains 1.15 acres, more or less.

The above easement adjoins the southwesterly side of an easement described in Condemnation Case No. 104,110 and recorded in Miscellaneous Book 150, Page 1.

The sidelines of the above described strip of land are to be shortened or lengthened to form continuous lines and to terminate on the north line of said west half and on the east line of said west half.

This easement is for the installation and maintenance of underground utilities and associated appurtenances. Grantee shall not disturb or alter the surface of the property after the completion of the installation of any utilities installed hereunder without first obtaining the written consent of the Grantor, its heirs and assigns.

The amenities installed hereunder shall remain the property of Grantee, and Grantee shall have the right to inspect, rebuild, remove, repair, improve and make alterations to its facilities as it may from time to time deem advisable.

Grantor, his successors and assigns, may use the land within the easement for any purpose not inconsistent with the rights hereby granted, provided such use does not interfere with or endanger the construction, operations and maintenance of Grantee's facilities.

Grantee shall in no way interfere with the Grantors use and enjoyment of the surface of the property.

For the purpose of constructing, inspecting, maintaining or operating its facilities, Grantee shall have the right of ingress and egress from the easement over the lands of Grantor adjacent to said easement and lying between public or private roads. Grantee shall exercise said right in practicable manner whereby Grantee attempts to cause the least damage and inconvenience to Grantor. Grantee shall pay for any damages to growing crops caused by actions of Grantee in inspecting, maintaining or operating said facility.

Grantee shall not interfere with the ingress and egress of the Grantor, his heirs and assigns. Should it become necessary to relocate the facilities of the Grantee to aid in the future development of the subject property, Grantee hereby agrees to cooperate with Grantor in relocating said facilities. However, Grantor shall reimburse Grantee for the actual cost of relocating said facilities.

IN WITNESS WHEREOF: Grantor has signed these presents the day and year first written.

Bruce K. Ott

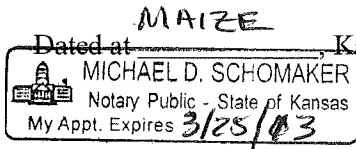
Bruce K. Ott, President
Ken-Win Farms, Inc.

STATE OF KANSAS)

) ss:

SEDERWICK COUNTY)

Personally appeared before me a notary public in and for the County and State aforesaid Bruce K. Ott to me personally known to be the same persons who executed the foregoing instrument of writing and said persons duly acknowledged the execution thereof.



Michael D. Schomaker
Notary Public

My Commission expires 3/25/13

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT made this 8th day of July, 2009, by and between Ken-Win Farms, Inc., (hereinafter referred to as "Grantor") and the City of Wichita, Kansas, a Municipal Corporation, (hereinafter referred to as "Grantee")

WITNESSETH: That the said Grantor, in consideration of one dollar and other good and valuable considerations, the receipt whereof is hereby acknowledged, do hereby grant and convey unto the Grantee a Temporary Right-Of-Way for the purpose of constructing, maintaining, and repairing utilities, over, along and under the following described real estate situated in Sedgwick County, Kansas, to wit:

Temporary Easement (Construction – Parcel "B") A 75 feet wide strip of land lying on the right side (southwesterly side) of a line described as: Commencing at the northeast corner of the west half of the Southeast Quarter of Section 1, Township 25 South, Range 2 West of the Sixth Principal Meridian, Sedgwick County, Kansas; thence on an assumed bearing of S89°53'22"W, 598.76 feet along the north line of said Southeast Quarter to the Point of Beginning; thence S42°52'26"E, 887.44 feet to the Point of Termination, said point being on the east line of said west half S00°26'39"E, 651.54 feet south of the northeast corner of the said west half. Said tract contains 1.66 acres, more or less.

The sidelines of the above described strip of land are to be shortened or lengthened to form continuous lines and to terminate on the north line of said west half and on the east line of said west half.

And said Grantee is hereby granted the right to enter upon said premises at any time for the purpose of constructing, operating, maintaining, and repairing such utility improvements for a period of twenty-four months from the onset of construction. This temporary easement shall expire automatically at the end of the described.

IN WITNESS WHEREOF: The said Grantor have signed these presents the day and year first written

Bruce K. Ott

Bruce K. Ott, President

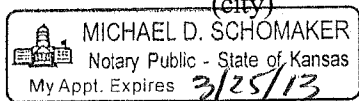
Ken-Win Farms, Inc.

STATE OF KANSAS)

SS:)
SEDGWICK COUNTY)

Personally appeared before me a notary public in and for the County and State aforesaid Bruce K Ott came to me personally known to be the same persons who executed the foregoing instrument of writing and said persons duly acknowledged the execution thereof.

Dated at MAIZE, Kansas, this 8th day of July, 2009
(city)



Michael D. Schomaker
Notary Public

My Commission expires: 3/25/13

**CONTRACTS & AGREEMENTS
BLANKET PURCHASE ORDERS RENEWAL OPTIONS
JULY 2009**

COMMODITY TITLE	EXPIRATION	VENDOR NAME	DEPARTMENT	ORIGINAL	RENEWAL OPTIONS
	DATE			CONTRACT DATES	REMAINING
Consulting Services for City Cable Channel Video and Graphics Production	7/31/2010	Digital Media Networks of Kansas, LLC	City Manager	8/1/2008 - 7/31/2009	1 - 1 year option
Ferric Sulfate (Liquid)	7/31/2009	General Chemical Performance Products, LLC	Water Utilities	9/4/2007 - 8/31/2008	1 - 1 year option
Fire Alarms Systems Inspections & Maintenance	7/31/2010	Simplex Grinnell LP	Housing & Community Services	8/1/2008 - 7/31/2009	1 - 1 year option
Fuel - Lead Free, E10, Diesel #1 and Diesel #2	7/31/2010	Andale Farmers Cooperative	Various	8/5/2008 - 7/31/2009	1 - 1 year option
Lime Sludge Residuals Removal - Dry	7/31/2009	S. L. Cornelsen Farms, Inc.	Water Utilities	8/1/2006 - 7/31/2007	2 - 1 year options
Lime Sludge Residuals Removal - Liquid	7/31/2009	AG Services, Inc.	Water Utilities	8/1/2006 - 7/31/2007	2 - 1 year options
Manhole Frames & Covers	7/31/2010	Deeter Foundry, Inc.	Public Works & Water Utilities	8/12/2008 - 7/31/2009	1 - 1 year option
Meters - Cold Water-Amco Repair Parts, Group 4	7/31/2010	Elster, Amco Water Inc.	Water Utilities	8/19/2008 - 7/31/2009	1 - 1 year option
Meters - Cold Water with Electronic Registers - 5/8", 3/4" & 1" and Repair Parts for Badger Meters - Group 2	7/31/2010	Itron Inc.	Water Utilities	8/12/2008 - 7/31/2009	1 - 1 year option
Meters - Cold Water with Electronic Registers - 5/8", 3/4" & 1" and Repair Parts for Badger Meters - Groups 1 & 3	7/31/2010	Badger Meter Inc.	Water Utilities	8/12/2008 - 7/31/2009	1 - 1 year option
Pre-Employment Physical Examinations and Substance Abuse Screens	7/31/2010	Via Christi Rehabilitation Center Inc.	Human Resources	8/1/2008 - 7/31/2009	3 - 1 year options
Pre-Sentence Investigation Reports	7/31/2010	Correctional Counseling of Kansas	Municipal Court	8/1/2006 - 7/31/2007	1 - 1 year option
Snow Removal Equipment Emergency	7/31/2010	Mies Const., Inc.	Public Works	8/1/2008 - 7/31/2009	1 - 1 year option
Vending Services for Wichita Transit	7/31/2010	ASAP Vending Inc.	Wichita Transit	8/1/2008 - 7/31/2009	1 - 1 year option
Wichita Intervention Program Instructor	7/31/2010	Heartstone Substance Abuse Services	Municipal Court	8/1/2006 - 7/31/2007	1 - 1 year option

**PROFESSIONAL CONTRACTS UNDER \$25,000
PURCHASE ORDERS FOR JULY 2009**

VENDOR NAME	DOCUMENT NO	DOCUMENT TITLE	AMOUNT		
Professional Engineering Consultants PA	PO930569	Engineering Consulting	24,452.00		
MKEC Engineering Consultants Inc.	PO930570	Engineering Consulting	2,200.00		
Ruggles & Bohm PA	PO930584	Engineering Consulting	7,000.00		
Baughman Co.	PO930593	Engineering Consulting	14,500.00		
HNTB Corp.	PO930606	Engineering Consulting	9,768.00		
Burns & McDonnell Engineering Co., Inc.	PO930610	Administration of Contracts - Cowskin Creek	11,000.00		

**ANNUAL MAINTENANCE CONTRACTS OVER \$25,000
DIRECT PURCHASE ORDERS FOR JULY 2009**

VENDOR NAME	DOCUMENT NO	DOCUMENT TITLE	AMOUNT		
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Siemens Communications Inc.	DP931045	Software Maintenance/Support	\$31,780.62		
Galaxie Business Equipment Inc.	DP931015	Software Maintenance/Support	\$55,995.00		
Crimecog Technologies, Inc.	DP931222	Software Maintenance/Support	\$109,566.22		
Software House International (SHI)	DP931231	Software Maintenance/Support	\$36,885.50		

CITY OF WICHITA
City Council Meeting
August 11, 2009

TO: Mayor and City Council Members

SUBJECT: Surplus of Remnant Property at Approximately 457 North McLean (District IV)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the property for surplus.

Background: The City acquired the property at 457 North McLean as part of the McLean Avenue improvement project. At the time of acquisition, the property was improved with a single family residence. The improvements were removed and the north portion of the parcel was utilized for the project. There is approximately 3,300 square feet of the parcel outside the right of way boundaries. The parcel does not have access to McLean.

Analysis: All City departments have been notified and have expressed no interest in the property. The law firm adjacent to the east of the property has expressed an interest in the site. Their intention is to keep the property primarily as green space and preserve the large oak tree on the site. Due to its small size, the only potential buyers would be the three adjacent property owners. If the property is declared surplus, it is recommended that the three owners be contacted about its availability and asked if they have an interest. The property will be offered for sale subject to the City's standard use restrictions including no casinos, car lots, adult entertainment, etc. If an offer is received that is deemed acceptable, it will be brought before the City Council for approval.

Financial Considerations: The City will receive cash consideration for the sale of the property, less any marketing costs. In addition, the sale of this property to a private party will place additional value into the tax base and relieve the City of any maintenance costs.

Goal Impact: The sale and redevelopment of this property will support a dynamic core area and vibrant neighborhood.

Legal Considerations: The Law Department will approve any contracts as to form.

Recommendation/Action: It is recommended that the City Council declare the property surplus and approve the marketing strategy described.

Attachments: Aerial.

CITY OF WICHITA
City Council Meeting
August 11, 2009

TO: Mayor and City Council Members

SUBJECT: Surplus of 1024 North Minnesota (District I)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the property for surplus.

Background: The City acquired the property at 1024 North Minnesota in 1972. The 6,500 square foot site is improved with an approximately 1,100 square foot structure and a detached garage. The property is located immediately east of the City's Environmental Health building at 1900 East 9th Street. While the site is zoned for residential usage, the structure has been modified for office use. Significant renovation will be required to allow residential usage to resume. Most recently, it was utilized by Animal Control prior to their relocation to the new facility at Hillside and K-96.

Analysis: All City departments have been notified and have expressed no interest in the property. It is recommended that the property be placed on the City's "For Sale" list on the Internet. In addition, the property will be offered for sale subject to the City's standard use restrictions including no casinos, car lots, adult entertainment, etc. If an offer is received that is deemed acceptable, it will be brought before the City Council for approval.

Financial Considerations: The City will receive cash consideration for the sale of the property, less any marketing costs. In addition, the sale of this property to a private party will place additional value into the tax base and relieve the City of any maintenance costs.

Goal Impact: The sale and redevelopment of this property will support a dynamic core area and vibrant neighborhood.

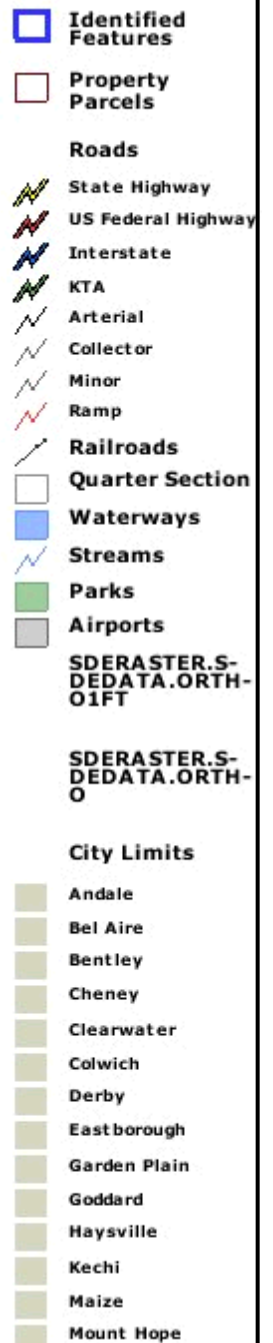
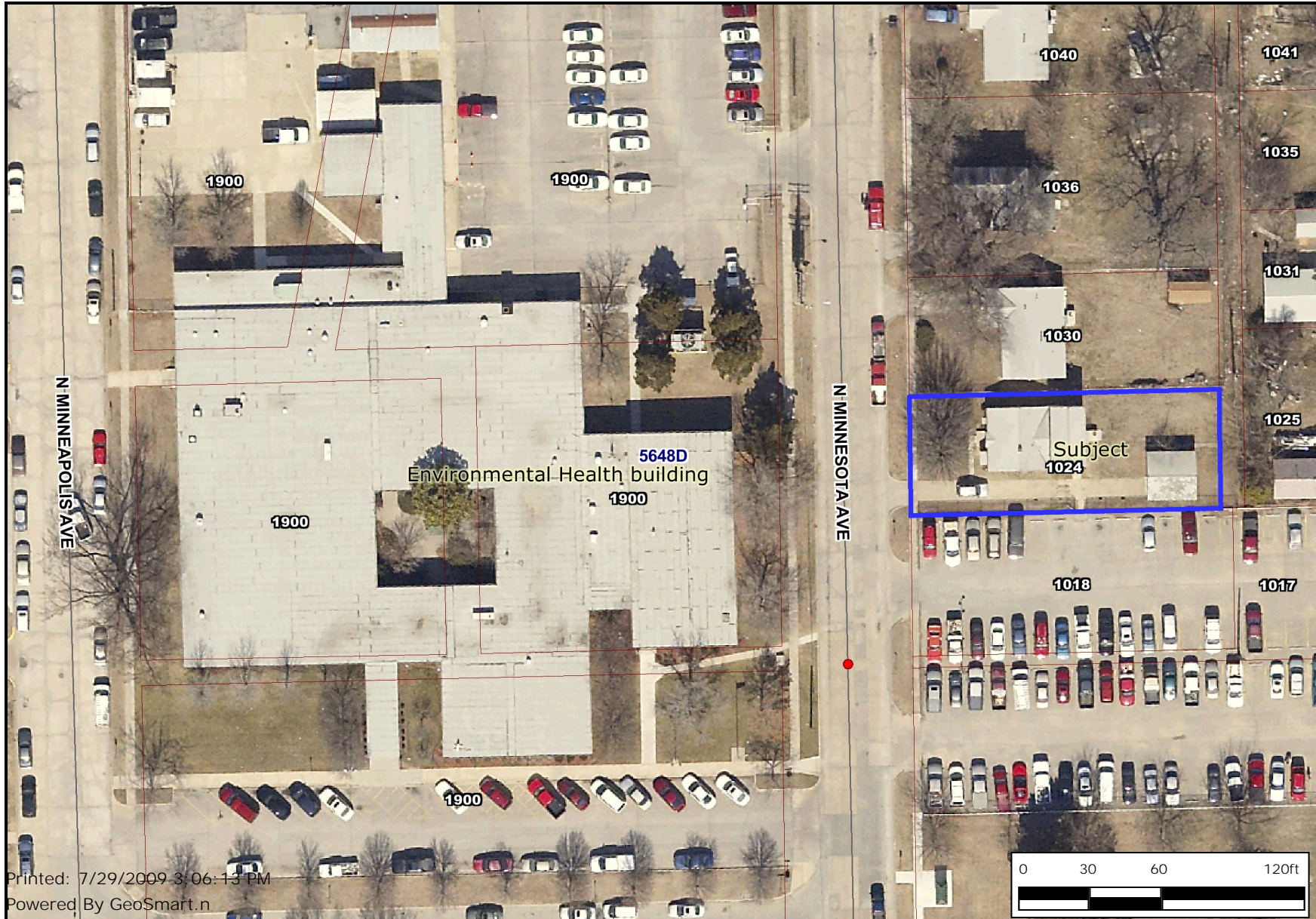
Legal Considerations: The Law Department will approve any contracts as to form.

Recommendation/Action: It is recommended that the City Council declare the property surplus and approve the marketing strategy described.

Attachments: Aerial.



1024 North Minnesota



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Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.



CITY OF WICHITA
City Council Meeting
August 11, 2009

TO: Mayor and City Council Members

SUBJECT: Surplus of Property Located North of 117th Street North between 183rd and 199th Streets West

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the property for surplus.

Background: This property, approximately 240 acres in size, was acquired in the 1950's as sites for water supply wells in the Equus Beds. Three wells were drilled on the property. On March 17, 1998, the property was declared surplus by the City Council and marketed. In December 1998, the westerly 90 acres of the site was sold. Subsequently, the remainder of the property was taken off the market as there was discussion that it might have future public use. In reviewing their assets, the Water Utility has determined that the remainder of the site is surplus to their needs. There are two remaining well sites which will be exempted from any sale as well as required access.

Analysis: All City departments have been notified and no expressions of interest have been received. The property will be sold without any water rights and the existing well sites will be preserved. After reservations, it is estimated that approximately 220 acres will be available for sale.

It is recommended that the property be placed on the City's "For Sale" list on the Internet. In addition, the property will be offered for sale subject to the City's standard use restrictions including no casinos, car lots, adult entertainment, etc. If an offer is received that is deemed acceptable, it will be brought before the City Council for approval.

Financial Considerations: The City will receive cash consideration for the sale of the property, less any marketing costs. In addition, the sale of this property to a private party will place additional value into the tax base and relieve the City of any maintenance costs.

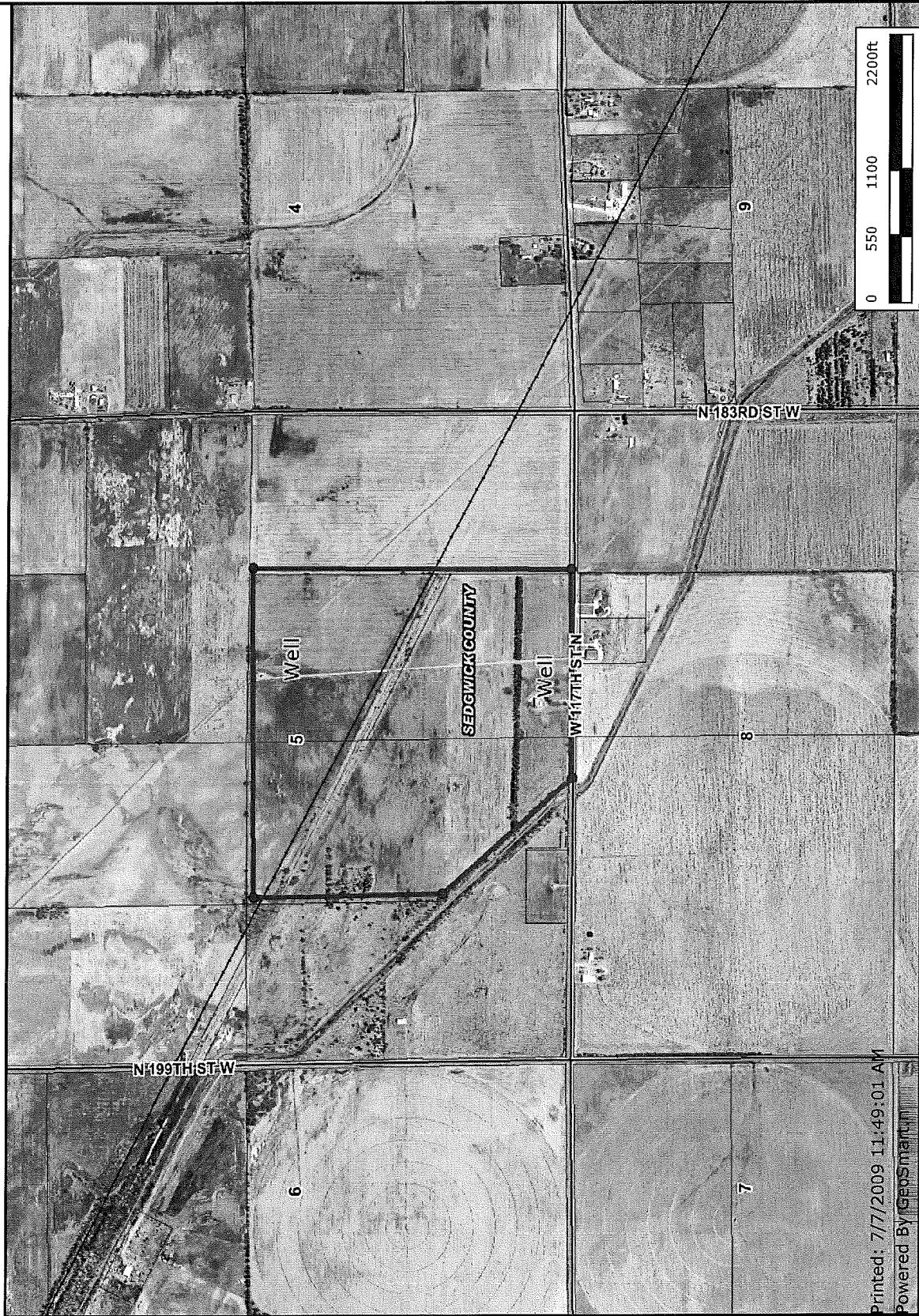
Goal Impact: The sale of this property supports efficient infrastructure by maximizing the utilization of the water utility's assets.

Legal Considerations: The Law Department will approve any contracts as to form.

Recommendation/Action: It is recommended that the City Council declare the property surplus and approve the marketing strategy described.

Attachments: Aerial.

Bentley Well Field



<input type="checkbox"/> Property Parcels	State Highway	US Federal Highway	Interstate	KTA	Arterial	Collector	Minor	Ramp	Railroads	Township and Range	Section	Waterways	Streams	Parks	Airports	SDERASTER.S-DEDATA.ORTH-01PT	SDERASTER.S-DEDATA.ORTH-0	City Limits	Andale	Bel Aire	Bentley	Cheney	Clearwater	Colwich	Derby	Eastborough	Garden Plain	Goddard	Haysville	Kechi	Maize	Mount Hope
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CITY OF WICHITA
City Council Meeting
August 11, 2009

TO: Mayor and City Council

SUBJECT: Notice of Intent to Use Debt Financing
Tenant Facility Improvements – Mid-Continent Airport

INITIATED BY: Department of Airports

AGENDA: Consent

Recommendation: Adopt the Resolution.

Background: The Airport Authority relies on the City of Wichita for the issuance of General Obligation bonds and/or notes for capital projects. In order to use debt financing for a project it is necessary to declare that a public necessity exists for, and that the public safety, service and welfare will be advanced by the authorization of certain capital improvements to the Mid-Continent Airport facility. Additionally, the nature of said improvements, the estimated costs thereof, and the manner of payment needs to be disclosed. The actual issuance of the bonds/notes will require a separate authorization from the City Council. Debt financing can be in the form of temporary notes for durations as short as six months for timing considerations, or in the form of General Obligation bonds for long-term financing.

Analysis: On July 28, 2009, the Wichita Airport Authority authorized an increase in the tenant facility improvement project planned at 1761 Airport Road to meet contractual obligations. It is appropriate to make notice of the intent to use debt financing for this project with the specific financing amount and length being identified when the actual issuance of the bonds/notes are authorized in the future by City Council.

Financial Considerations: The revised total budget for the project is \$730,000 which represents the maximum cost that will be financed with General Obligation bonds/notes. The source of repayment for the bonds/notes will be Airport revenues.

Goal Impact: The Airport's contribution to the economic vitality of Wichita is leveraged through the use of financing for capital projects.

Legal Considerations: The Law Department has approved the Authorizing Resolution as to form.

Recommendation/Action: It is recommended that the City Council adopt the Resolution and authorize the necessary signatures.

Attachments: Authorizing Resolution.

Published in the Wichita Eagle on August 14, 2009

RESOLUTION NO. 09-267

AN RESOLUTION DECLARING THAT A PUBLIC NECESSITY EXISTS FOR, AND THAT THE PUBLIC SAFETY, SERVICE AND WELFARE WILL BE ADVANCED BY, THE AUTHORIZATION OF LAND ACQUISITION AND/OR CERTAIN CAPITAL IMPROVEMENTS TO THE WICHITA MID-CONTINENT AIRPORT FACILITY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS; THE ESTIMATED COSTS THEREOF; AND THE MANNER OF PAYMENT OF SAME.

WHEREAS, K.S.A. 3-114 provides that an airport authority established pursuant to K.S.A. 3-162 shall have the power to equip, improve and maintain an airport and

WHEREAS, K.S.A. 13-1348a provides that a city having an airport authority established pursuant to K.S.A. 3-162 is authorized to issue general obligation bonds for the purpose of purchasing land for airport purchases or for the construction, enlargement, reconstruction, repair or addition to or of any improvements to any such lands.

THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That a public necessity exists for, and that the public safety, service and welfare will be advanced by, the authorization of land acquisition and/or certain capital improvements, specifically,

Tenant Facility Improvements (1761 Airport Road)

to the Wichita Mid-Continent Airport facility operated by the Wichita Airport Authority of the City of Wichita, Kansas (such land acquisition and/or improvement to be referred to herein as the "Project").

SECTION 2. That the cost of the above described Project is estimated to be Seven Hundred and Thirty Thousand Dollars (\$730,000), exclusive of the cost of interest on borrowed money, to be paid by the Wichita Airport Authority of the City of Wichita. Said Wichita Airport Authority cost shall be financed through the issuance of general obligation bonds under the authority of K.S.A. 13-1348a, as amended by Charter Ordinance No. 78 of the City of Wichita, Kansas. The maximum principal amount of bonds issued for this Project shall not exceed \$730,000.

SECTION 3. To the extent the Project is a capital improvement, the above described Project shall be made in accordance with the Plans and Specifications prepared under the direction of the Airport Engineering and Planning Manager and approved by the Wichita Airport Authority. Said plans and specifications are to be placed on file in the office of the Airport Engineering and Planning Manager located at Wichita Mid-Continent Airport.

SECTION 4. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

ADOPTED at Wichita, Kansas, August 11, 2009.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY REBENSTORF, DIRECTOR OF LAW

Second Reading Ordinances for August 11, 2009 (first read on July 21, 2009)

2010 Annual Operating Budget and 2009 Budget Revisions

ORDINANCE NO. 48-388

An ordinance making and fixing general tax levy for the city of Wichita, Kansas, for the year beginning January 1, 2010, and ending December 31, 2010, and relating thereto, and concurrently approving certain amendments to the 2009 adopted budget.

ORDINANCE NO. 48-389

An ordinance making and filing an increment in ad valorem taxes for the Gilbert and Mosley Site Redevelopment District, City of Wichita, Kansas, for the fiscal year beginning January 1, 2010, and ending December 31, 2010.

ORDINANCE NO. 48-390

An ordinance making and filing an increment in ad valorem taxes for the North Industrial Corridor Redevelopment District, City of Wichita, Kansas, for the fiscal year beginning January 1, 2010, and ending December 31, 2010.

ORDINANCE NO. 48-391

An ordinance making and filing an increment in ad valorem taxes for the East Bank Redevelopment District, City of Wichita, Kansas, for the fiscal year beginning January 1, 2010, and ending December 31, 2010.

ORDINANCE NO. 48-392

An ordinance making and filing an increment in ad valorem taxes for the Northeast Redevelopment District, City of Wichita, Kansas, for the fiscal year beginning January 1, 2010, and ending December 31, 2010.

ORDINANCE NO. 48-393

An ordinance making and filing an increment in ad valorem taxes for the Old Town Cinema Redevelopment District, City of Wichita, Kansas, for the fiscal year beginning January 1, 2010, and ending December 31, 2010.

ORDINANCE NO. 48-394

An ordinance making and filing an increment in ad valorem taxes for the Old Town Redevelopment District, City of Wichita, Kansas, for the fiscal year beginning January 1, 2010, and ending December 31, 2010.

ORDINANCE NO. 48-395

An ordinance making and fixing general tax levy for the Downtown Wichita Self-Supported Municipal Improvement District for the year beginning January 1, 2010, and ending December 31, 2010.

ORDINANCE NO. 48-396

An ordinance making and filing an increment in ad valorem taxes for the 21st and Grove Redevelopment District, City of Wichita, Kansas, for the fiscal year beginning January 1, 2010, and ending December 31, 2010.

Second Reading Ordinances for August 11, 2009 (first read on August 4, 2009)

119th Street West Improvement, between Kellogg and Maple. (District V)

ORDINANCE NO.48-402

An ordinance declaring 119th street west, between Kellogg and Maple (472-84850) to be a main trafficway within the City of Wichita, Kansas; declaring the necessity of and authorizing certain improvements to said main trafficway; and setting forth the nature of said improvements, the estimated costs thereof, and the manner of payment of same.

Acquisition by Eminent Domain of Easements for the Wichita-Valley Center Flood Control Levee Certification and Rehabilitation Project. (District III)

ORDINANCE NO. 48-403

An ordinance providing for the acquisition by eminent domain of certain private property, easements and right-of-way therein, for the purpose of acquiring real property for the Wichita-Valley Center flood control levee certification and rehabilitation project in the City of Wichita, Sedgwick County, Kansas; designating the lands required for such purposes and directing the city attorney to file a petition in the district court of Sedgwick County, Kansas, for acquisition of the lands and easements therein taken and providing for payment of the cost thereof.

Acquisition by Eminent Domain of a portion of 3432 and 3426 West 8th Street and 804 North Custer for the 9th Street Drainage Outfall Project. (District VI)

ORDINANCE NO. 48-404

An ordinance providing for the acquisition by eminent domain of certain private property, easements and right-of-way therein, for the purpose of acquiring real property for the construction of the 9th street drainage outfall project in the city of Wichita, Sedgwick County, Kansas; designating the lands required for such purposes and directing the city attorney to file a petition in the district court of Sedgwick County, Kansas, for acquisition of the lands and easements therein taken and providing for payment of the cost thereof.